

DATED

[]

(1) [SUPPORT COUNTERPARTY]

- and -

(2) [SPV ENTITY]

SUPPORT AGREEMENT

relating to
the design, financing, construction, operation,
and maintenance of Solar PV Facility [with a
minimum installed capacity 10 MW and
Supported Capacity up 100 MW] to be located
at [a site chosen by a Selected Bidder within the
Republic of Albania]

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THIS AGREEMENT is made on []

BETWEEN:

- (1) **[SUPPORT COUNTERPARTY ENTITY]**, a company incorporated in [] with registered no [◆] and having its registered office at [],
- (2) **[SPV ENTITY]**, a company incorporated in [] with registered no. [] and having its registered office at [] ("**Seller**");

(the Support CounterpartySupport Counterparty and the Seller each a "**Party**", together the "**Parties**").

BACKGROUND:

- A In accordance with the Decision [#] of the Albanian Council of Ministers, as amended ("**Decision 349**"), the Contracting Authority invited bidders to submit their respective bids for the design, financing, construction, operation and maintenance of an Solar PV Faciliti(es) to be located at a site chosen by a Selected Bidder, with a minimum installed capacity 10 MW and for which it has required to get support measures under this Agreement for an installed capacity up to 100 MW (inclusive) ("**Project**"), (the part of the installed capacity receiving support referred as"**Supported Capacity**").
- B [] ("**[Consortium][Bidder]**"), affiliated to the Seller, was selected as the preferred bidder and concluded the Project Development Agreement.
- C The Seller intends to construct and operate the Facility on the Site to implement the Project in accordance with the [Consortium][Bidder]'s obligations under the Project Development Agreement.
- D Once constructed, the Seller intends to maintain, repair and operate the Facility for the purpose of carrying out its business at the Site and to secure the supply of electricity to the Metering Point over the Term.
- E The Parties have entered into this Agreement to document the terms of this arrangement in accordance with the Competition Procedure Documents and the Project Development Agreement. In Trading Period 1, this Support Agreement will apply as a physically settled PPA until the completion of a Positive Market Readiness Assessment in accordance with the terms set forth hereunder. In Trading Period II, this Support Agreement will apply as a financially settled CfD in accordance with the terms set forth.

IT IS AGREED:

1. DEFINITIONS

1.1 The following words and expressions shall have the meaning ascribed to them below:

"**Affiliate**" means, in respect of a Party, a company, corporation or other legal entity which is:

- (a) directly or indirectly under control of that Party (for the purposes of this definition, a "**Parent Company**");

- (b) directly or indirectly under control of a Parent Company; or
- (c) directly or indirectly under common control with a Parent Company;

provided that "control" shall require the possibility of exercising decisive influence on an undertaking, a company, corporation or other legal entity on the basis of shareholding or voting rights, contracts, equivalent constitutional documents of that Party, or any other means, either separately or in combination, and having regard to the considerations of fact and law involved.

"Agreement" or **"Power Purchase Agreement"** means this agreement and all its schedules, which shall be deemed to form an integral part thereof, as amended and/or restated from time to time;

"Albanian Grid Code" means the document for the operation of the national Grid System operated by OST;

"ALPEX Rules" means the rules adopted by any Competent Authority on the operation and functioning of the ALPEX in accordance with the Applicable Laws, including without limitation the general rules, trading procedures and settlement and clearing rules as adopted and amended from time to time by the ALPEX operator and/or ERE.

"ALL" means Albanian Lek;

"Annual Financial Statements" means the audited financial statements of a Party as at [◆] and for its most recent financial year ended, comprising its balance sheet, profit and loss account, cash flow statement and statement of total recognised gains and losses, and the directors' and auditors' reports on and notes to them;

"Applicable Laws" means, with respect to any Party, any internationally binding obligation, constitutional provision, Law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorisation, guideline, Governmental Approval, consent or requirement of any Competent Authority having jurisdiction over such Party or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Competent Authority;

"Available Generation" means the (1) actual energy generated (in MWh) during a Season for Solar PV facility (s) as registered by the [◆], as well as (2) the expected generation (in MWh) calculated by the applicable Reference Measurement during each Deemed Available Period;

"Availability Guarantee" has the meaning given to it in clause 5.2;

"Balancing" means all actions and processes, on all timelines, set by OST to ensure, in a continuous way the maintenance of system frequency within a predefined stability range as set out in Applicable Laws, and that this is complied with and all other actions, requirements and responsibilities in respect of the Metered Output and the Facility under Applicable Laws and the Albanian Grid Code;

"Balancing Group" means a group of two or more balance responsible parties where one of the participants is selected to consolidate forecasts, submit and financially settle group imbalances with OST, in accordance with Applicable Laws, in particular the Provisional Balancing Rules;

"Balancing Group Agreement" has the meaning given to it in clause 7.8;

"Bank Guarantee" means an on-demand bank guarantee, similar to the form of the specimen bank guarantee attached as schedule 2, from a Credit Support Provider with at least one Official Credit Rating equivalent to or higher than the Required Bank Rating;

"Billing Statement" has the meaning given to it in clause 16.1;

"Business Day" means any day other than Saturday, Sunday or any other day banks are required to be closed for business by the governing law of:

- (a) the place of business of the Party required to make such payment; and
- (b) the location in which the Site is located;

"Capacity" means the gross nominal (nameplate) capacity of Solar PV equipment installed and commissioned at the Facility equalling [insert installed capacity as per the relevant Project] to be located at [a site chosen by a Selected Bidder within the Republic of Albania].

"Capital Markets Law" means Law No. 62/2020, On Capital Markets in the Republic of Albania as may be amended from time to time, and as complemented by any other secondary implementation legislation.

"Change in Law" means:

- (a) the coming into effect of any Law (including any Law regulating Tax) that is not in effect at the Effective Date;
- (b) the modification, repeal or replacement of any Law (including any Law regulating Tax) after the Effective Date, and
- (c) a change after the Effective Date in the interpretation or application by any Competent Authority of any Law (including any Law regulating Tax),

but shall exclude any of the above matters to the extent they constitute:

- (a) remedies or sanctions lawfully exercised by a Competent Authority as a result of any breach of any Law (including any Law regulating Tax) by the Seller; or
- (b) direct implementation or adoption of Energy Community's acquis;

"Commercial Operation Date" means initially 00:00 hours local time on the immediately succeeding date after the date on which the Commissioning has occurred, or if mutually agreed by the Parties in writing, the first (1st) day of the month immediately following the month in which the Commissioning has occurred and as may be changed in accordance herewith;

"Commercial Operation Longstop Date" means [twenty four (24)] months from the Conditions Longstop Date or such other later date agreed by the Parties in writing;

"Commercial Operation Target Date" means [twenty four (24)] months from the Effective Date or such other later date agreed by the Parties in writing;

"Commissioning" means, in respect of the Facility, the process of commissioning and testing the Facility set forth in clause 6.8 of the Project Development Agreement;

"Commissioning Commencement Date" means date notified by the Developer to the Contracting Authority in accordance with clause 6.3(a) of the Project Development Agreement;

"Commissioning Period" means the period commencing on the Commissioning Commencement Date until the Commercial Operation Date;

"Competent Authority" means any international, national, local or other authority, ministry, inspectorate, department, court, arbitral tribunal, administrative agency or commission or any other governmental, municipal, administrative or regulatory body (in each case to the extent each of the foregoing has jurisdiction over either or both of the Parties, this Agreement and/or the subject matter of this Agreement);

"Conditions Longstop Date" means [six (6)] months from the Effective Date or such other later date agreed by the Parties in writing;

"Connection Agreement" means an agreement between the Seller and OST for connection of the Facility to the Grid System or the agreement between the independent operator of the Transmission Line and OST;

"Contracting Authority" means the Ministry of Infrastructure and Energy of the Republic of Albania, acting upon the Decision of Council of Ministers no. 349, dated 12 June 2018, and represented by its Secretary General or its successor;

"Credit Support" means:

- (a) a Bank Guarantee; and
- (b) such other security in respect of this Agreement as may be agreed in writing between the Parties from time to time;

"Credit Support Amount" means an amount at least equal to the Seller Loss;

"Credit Support Provider" means the person providing the Credit Support (or such replacement provider as may be agreed pursuant to clause 21);

"Compensation Unavailability Event" has the meaning given to it in clause 5.2;

"CfD" or **"Contract for Differences"** means the financially settled contract for differences between the Seller and the Support Counterparty, which will apply for the Trading Period II after completion of a Positive Market Readiness Assessment as per pre-set terms, for the payment of a symmetric sliding premium against the reference market price in accordance with terms set in Section (C) of this Agreement.

"Contract Quantity" means in Trading Period II the quantity of electricity expressed in MWh and relevant GoOs as determined below and further specified in Schedule:

- (a) Metered Output during each settlement period; or
- (b) Fixed amounts of electricity output in accordance with a delivery schedule for each settlement period as specified in Schedule 5 or as nominated in respect of the

anticipated Metered Output in each settlement period 5 in accordance with the Applicable Marker Rules; or

- (c) Electricity output generated by the Facility and nominated or settled on the Albanian Power Exchange in accordance with the ALPEX Rules.

[*DRAFTING NOTE*: The Seller is given the right to elect one of the above options for determining the Contract Quantity for the purpose of calculating the Financial Settlement Amount during Trading Period II.]

"Day-Ahead GCT" has the meaning given to it in clause 7.3(a);

"Decision 349" has the meaning given to it in Recital A;

"Delay Damages" means the higher of:

- (a) the demonstrable losses, costs and damages incurred by the Support Counterparty as the consequence of the Seller not being able to operate the Facility at the Capacity; or
- (b) daily liquidated damages of EUR [] ([]) per MW of Capacity not Commissioned by the Commercial Operations Target Date or for output not sold and/or delivered to Support Counterparty,

provided that in no circumstance shall such exceed [five percent (5%)] of the Total Project Cost);

"Deemed Available Periods" means the following periods that shall be disregarded in the calculation of Unavailable Production and will thus be deemed as available generation for the purpose of calculating the Energetic Availability:

- (a) pause, stop, shutdown of Facility caused by Force Majeure;
- (b) pause, stop, shutdown of a Facility caused by a Change in Law provided the Agreement has been amended;
- (c) failure of the Support CounterpartySupport Counterparty to comply with its obligations under this Agreement in a manner that prevents or adversely affects the performance or operation of the Facility;
- (d) pause, stop or shutdown of a Facility being caused by a defect or failure in the transformer, the internal grid;
- (e) any scheduled maintenance of the Facility electrical infrastructure equipment (including, without limitation, high voltage equipment, grid transformers, foundations, cables, SCADA systems) that causes unavailability;
- (f) disconnection, pause, stop or de-rating of Facility by:
 - (i) the Grid Operator due to circumstances for which the Seller or Service Provider is not responsible; or

any Competent Authority due to circumstances for which Seller or Service Provider is not responsible; or curtailment by the Grid Operator.

"Delivery Point" means the measurement point at the TSO network at which the Supported Output is delivered and transferred to the Support Counterparty, as defined in this Agreement, the Balancing Group Agreement and arrangements with the TSO and the Support Counterparty; or in case of the Facility being part of the Balancing Group of another party in accordance with 6.13 to 6.14, the measurement point at the TSO network at which the Supported Output is delivered and transferred to the Support Counterparty, as defined in the Balancing Group Agreement between the Seller and that party and arrangements with the TSO and the Support Counterparty;

"Depreciated Equity Amount" means the Equity Amount reduced on a straight line basis from the Commercial Operation Date through the end of the 15th anniversary of that date;

"Developer" has the meaning given to it in clause 2.4 of the Project Development Agreement;

"Developer Conditions" has the meaning given to it in clause 2.12 of the Project Development Agreement;

"Differential Payment" has the meaning given to it in clause 11.1.

"Direct Agreement" means a direct agreement between the Support Counterparty, the Seller and a Financing Institutions which shall include, *inter alia*:

- (a) a right for the Financing Institutions to step-in within a specified period to ensure that the obligations of the Seller are complied with so as to prevent any circumstances arising under which the Support Counterparty could seek to terminate this Agreement and/or the right for the Financing Institutions to procure an assignment or other transfer of the Seller's rights and obligations under this Agreement in certain specified circumstances;
- (b) an acknowledgment by the Support Counterparty of any charge or other security (in respect of this Agreement) granted by the Seller to the Financing Institutions; and
- (c) an obligation on the Support Counterparty not to take any action to wind-up, appoint an administrator or sanction a voluntary arrangement (or similar) in relation to the Seller without giving a prescribed period of notice to the Financing Institutions,

on terms acceptable to the Seller acting reasonably, and the Financing Institutions;

"Disputed Market Readiness Assessment" has the meaning given to it in clause 6.1(a)(iv).

"EBIT" means earnings before interest and tax;

"EBIT to Interest" means the ratio of EBIT to the sum of all interest and any amounts in the nature of interest charged to expense relating to financial indebtedness for borrowed money (which includes debts payable to Affiliates as well as debt instruments to financial institutions) in any fiscal year;

"Effective Date" means the date defined in clause 2 of this Agreement;

"Electricity Payment" has the meaning given to it in clause 16.1(a);

"Electricity Price" means EUR [] ([]) per MWh;

"Energetic Availability" means the energetic availability for the Facility during a relevant Season calculated as follows: $\text{Energetic Availability}_s [\%] = 1 - ((\text{Unavailable Generations}) / (\text{Available Generations} + \text{Unavailable Generation}_s)) * 100\%$, where (s)= the Facility is as defined below;

"Energetic Availability Liquidated Damages" has the meaning given to it in clause 5.3;

"ERE" means the energy regulatory authority as determined in accordance with the Power Sector Law and other relevant Applicable Laws.

"EUR" means the lawful currency of the member states of the European Union that have adopted and retained a common single currency through monetary union in accordance with European Union treaty law, as amended from time to time;

"Event of Default" means a Seller Default or an Support Counterparty Default (as the context requires);

"Equity" means any capital paid by or on behalf of the shareholders of the Seller or their Affiliates to the Seller for shares and the principal amount outstanding under any loans to the Seller by the shareholders of the Seller or their Affiliates in connection to the Supported Capacity, which by their terms are *bona fide* arm's length commercial terms and subordinated to any indebtedness for borrowed money incurred by the Seller under any finance document;

"Equity Amount" means the amount of Equity actually paid by the Seller as at as at Commercial Operation Date;

"Expert" means the expert appointed in accordance with clause 28.4;

"Extended Conditions Longstop Date" has the meaning given to it in clause 3.5;

"Facility" means the electricity generating solar PV equipment and related infrastructure, including the transmission line and described in more detail in schedule (but excluding the assets of OST situated (or to be situated) and the Transmission Line at the Site);

"Facility Boundary Metering Point" means the metering point designated in the Connection Agreement where the Seller may operate the Metering Device to demonstrate the Metered Output from the Facility fed into the Transmission Line;

"Final Nominated Output" has the meaning given to it in clause 7.5;

"Financing Institutions" means any legal entity providing debt financing or refinancing to the Seller for the design, procurement, construction, operation and maintenance of the Facility and for the exercise of its rights under the Project Development Agreement and this Agreement, as well as their permitted successors and assignees, including any agent or trustee for such person or persons and including a shareholder or affiliate of a shareholder;

"Force Majeure Event" means any act or event that:

- (a) prevents the affected Party from performing its obligations in accordance with the Agreement;

- (b) is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party; and
- (c) the affected Party is unable to overcome such act or event with the exercise of all reasonable care and skill (including the expenditure of reasonable sums),

subject to the foregoing conditions having been fulfilled, "**Force Majeure Event**" shall include, without limitation, the following acts or events:

- (i) the failure of communications or computer systems of OST or of a Party which prevents the affected Party from performing its obligations of delivery or acceptance;
- (ii) OST's suspension of delivery or acceptance or its disregard of the affected Party's obligations with regard to Scheduling;
- (iii) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes;
- (iv) explosions or fires arising from lightning [outside the parameters of the Facility's lightning protection system] or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance;
- (v) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion;
- (vi) strikes or labour disputes (except strikes or labour disputes caused solely by employees of either Party or as a result of such Party's failure to comply with a collective bargaining agreement);
- (vii) partial or total interruption of the operation of the Facility or part of the Facility during the validity of the decision on a state of emergency for the territory of the Republic of Albania, or local self-government unit where the Facility is located; and
- (viii) failure or inability to achieve positive results from the in-depth environmental impact assessment as required by the Applicable Laws and/or requirements set forth in Appendix 21 of the Competitive Procurement Documents, which is not the result of the Developer's non-fulfilment of all legal requirements in connection therewith and which is not attributable to illegal conduct or conduct in bad faith by either Party,

provided that a Force Majeure Event shall not include:

- (A) the unavailability of labour, equipment, materials, utilities or other resources (except where the unavailability is due to Force Majeure Event);
- (B) economic or financial hardship or lack of funds or inability to satisfy the obligation to pay money when due or inability to obtain financing;
- (C) lack of materials required to develop, construct or maintain the Facility (except where the material lacking is due to Force Majeure Event);

- (D) strike, slow down or labour disruptions that affects the employees of the Parties, their Affiliates, or either of their respective agents or contractors caused solely by employees of either Party or as a result of such Party's failure to comply with a collective bargaining agreement or applicable labour law; or
- (E) changes in the conditions in the relevant wholesale electricity market or, if any, in the relevant Generation Attributes market;

"Funds from Operations" means the ratio of funds from operations of the Facility to Total Debt in any fiscal year;

"Generation Attributes" means all rights and benefits associated with the issuance of guarantees of origin and any cost or Tax exemptions, reimbursement rights, commercialised value or other rights of the Supported Output in accordance with Applicable Laws;

"Good Industry Practice" means that degree of skill and care which would reasonably and ordinarily be expected of a contractor experienced in the same type of undertaking (designing, engineering, installing, constructing, completing, commissioning, testing, operating and maintenance) in relation to projects of a similar size, scope, scale, nature and complexity as the Facility;

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorisation issued by or on behalf of any applicable Competent Authority;

"Grid Connection Metering Point" means the point designated in accordance with the Connection Agreement at which electricity flows and will be metered between the electrical infrastructure operated by the Seller at the Facility and the Grid System operated by OST;

"Grid System" means the electrical transmission systems owned and operated by OST for the delivery of electricity beyond the Metering Point;

"Independent Appointer" means the Energy Community Secretariat's Dispute Resolution and Negotiation Centre, acting in accordance with the Procedural Act 2018/5/EnC of Energy Community Secretariat;

"Ineffective" means, in respect of the Generation Attribute, that any of the following events or circumstances occurs:

- (a) the Generation Attribute has been, or is alleged to have been, appropriated from their rightful owner by unlawful means, irrespective of whether a *bona fide* acquisition would be possible;
- (b) the Generation Attribute has already been cancelled for compliance purposes or is not eligible for compliance purposes under the applicable system;
- (c) the Generation Attribute has been suspended or withdrawn by the Competent Authority, the Issuing Body or other relevant body;
- (d) the Certificate is not attributable to the Metered Output of the Facility,

and **"Ineffectiveness"** or other cognate expressions shall be construed accordingly;

"Inside Information" means information of a precise nature which has not been made public, which relates, directly or indirectly, to one or more wholesale energy products and which, if it were made public, would be likely to significantly affect the prices of those wholesale energy products as defined as and in accordance with the REMIT requirements.

"Insolvency Event" means, in respect of a Party, that that Party:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, that proceeding or petition:
 - (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or
 - (ii) is not withdrawn, dismissed, discharged, stayed or restrained in each case within [thirty (30)] days of the institution or presentation of that proceeding or petition;
- (e) has a resolution for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and that secured party maintains possession, or that process is not withdrawn, dismissed, discharged, stayed or restrained, in each case within thirty (30) days of that event; or
- (h) causes or is subject to any event with respect to it, which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (g) (inclusive);

"Insurance" has the meaning given to it in clause 22;

"Invoice" has the meaning given to it in clause 16.2;

"Invoice Date" has the meaning given to it in clause 16.2;

"Issuing Authority" means the relevant Competent Authority responsible for issue of a Generation Attribute;

“Intra-Day Market” has the meaning given to it in the Market Rules and ALPEX Rules.

“Independent Forecast” has the meaning given to it 7.17(b).

"Joint Declaration" has the meaning given to it in clause 6.1(a)(iii).

"Law" means (including in respect of Tax):

- (a) any law (including the common law), statute, statutory instrument, regulation, instruction, direction, rule or requirement (in each case) of any Competent Authority (but, for the avoidance of doubt, only to the extent having force of law);
- (b) any condition or other requirement of any electricity licence or other required authorisation, licence, consent, permit or approval of any Competent Authority (or of any exemption from the requirement to have the same);

"Last Resort Support Counterparty" means the entity designated in accordance with the Applicable Laws to provide route-to-market services to renewable energy generators at a discounted fee compared to the market references prices in Trading Period II.

"Licensed Supplier" means a public operator charged with the public service obligation for the purchase of electricity from a generation capacity from renewable sources of sun and wind;

"Liquidity Assessment of the Intra-Day Market" means the sufficient liquidity of the intra-day market determined by ERE in accordance with Good Industry Practice following an in-depth assessment which must on and demonstrate, without limitation fulfilment of at least the following criteria:

- (a) ability to nominate volumes at least one hour ahead of delivery;
- (b) availability of an operational trading platform, offering auction-based or continuous trading;
- (c) availability of intra-day products that can be traded in a consistent manner with the imbalance settlement period in the relevant bidding zone;
- (d) churn rate as the ratio of overall traded volume and consumption, assessed also with and without potential volumes that would come from renewable energy producers with the right incentives;
- (e) bid-ask spread benchmarked against intra-day markets with similar size and level of development;
- (f) number of market participants active in intraday market, in particular participation of the incumbent companies;
- (g) market coupling of the Albanian intra-day market with intra-day markets of other countries,
- (h) any other criteria ERE deems relevant for determining the liquidity of the intra-day market.

"Market Readiness Assessment" means:

- (a) the establishment of an electricity exchange and provision of clearing prices by the operator of the electricity exchange which are sufficiently frequent and sound to serve as floating Reference Prices against the Electricity Price (as a fixed (strike) price) to enable the financial settlement by reference to the difference between the floating price and the fixed price;
- (b) the readiness of the day-ahead market to deliver a sound reference price is determined by a Competent Authority based on an in-depth assessment of the day-ahead market, which assessment is conducted not earlier than [ten (10)] months after the establishment of the organised electricity market and is based on a number of key indicators, including but not limited to: (1) availability of a clearing day-ahead price(s) by the ALPEX to enable the financial settlement by reference to the difference between the floating price and the fixed price, over a period of at least 9 (nine) consecutive calendar months; (2) traded volumes on the day-ahead market relative to physical market size (i.e. churn factor) which are to be assessed against assessments of wholesale electricity markets conducted by EU national regulatory authorities in at least one (1) or two (2) European Union countries and determined to be within a comparable margin of churn factors; (3) the bid spreads on the organised electricity market which are to be assessed against assessments of wholesale electricity markets conducted by EU regulators and determined to be within a comparable margin as bid spreads in at least one (1) or two (2) markets in the European Union (3) number and market share of main electricity generation companies on the Albanian market; the availability of independent offtakers, aggregators and traders; and (8) market coupling with interconnected countries; (separately referred as **"Market Readiness Assessment Criteria"** or **"Criteria"**);
- (c) the (i) establishment of the Renewable Energy Operator to act as Support Counterparty in accordance with the Applicable Laws, as well as (ii) the requirement that corporate and financing arrangements for the Support Counterparty, in particular a functional mechanism for setting and collecting the renewable energy obligation in accordance with the Applicable Laws or (iii) that otherwise ensures a financial viability equivalent to the Performance Assurance Requirements of the Support Counterparty Support Counterparty [be effective for a period of at least 3-months prior to the CfD application].

"Market Disruption Event" means any of the following events:

- (a) the failure of the Albanian Power Exchange to announce or publish information necessary for determining the Relevant Reference Price;
- (b) the temporary or permanent objective unavailability of the Reference Price;
- (c) the temporary or permanent closing of the Albanian Power Exchange;
- (d) the discontinuance or suspension of, or the imposition of a material limitation on, trading in any relevant futures contract or commodity offered by the Albanian Power Exchange for the relevant Reference Price;
- (e) a material change in the details of the composition of or specifications for the relevant Reference Price (i) which are entered into or incorporated in any relevant futures contract or offered by the Albanian Power Exchange, or (ii) which are used by any other relevant institution for determining the Reference Price in compiling the price information necessary for determining such floating price;

- (f) a material change in the method of calculation used for the relevant Reference Price to determine the price information necessary for determining such floating price;
- (g) the relevant Reference Price no longer being reflective of the actual wholesale market price for electricity the relevant bidding area;
- (h) a material reduction in the liquidity of the day-ahead market in the Albanian Power Exchange;
- (i) the Albanian Power Exchange source relevant for the Reference Price ceasing to be available to the Parties on commercially reasonable terms; and/or
- (j) any of the circumstances described in sub-clauses (a) to (i) above being threatened to occur.

"Metered Output" means the amount of electricity generated by the Supported Capacity per each metered hour and fed into the Grid System as demonstrated by [a separate Metering Device] installed at the separate Metering Point for that Supported Capacity in accordance with the Applicable Laws and the Connection Agreement;

"Metering Device" means the metering equipment certified by the applicable Competent Authority and installed at the Facility to measure the electricity generated by the Supported Capacity and delivered to the Metering Point at the location specified in more detail in schedule ; [For the sake of clarity, a separate Metering Device must be installed for the Supported Capacity. Where a Project includes an existing or additional part of the installed capacity which exceeds the Supported Capacity, a separate Metering Device must be installed for that other part.]

"Metering Point" means the Facility Boundary Metering Point;

"MW" means megawatts;

"MWh" means megawatt hours;

"MWp" means megawatt peak;

"Negative Price Differential " has the meaning given to it in clause 16.1(c).

"Negative Price Period" means a period during which the Market Reference Price (i.e. day-ahead market Price) is less than EUR 0.00/MWh.

"No-Fault Termination Event" has the meaning given to it in clause 17.3;

"Nominated Output" means all Supported Output which is nominated or deemed nominated by the Seller for the sale and delivery to the Support Counterparty in accordance with clauses 7 and 8;

"Non-Accepted Variance" has the meaning given to it in 17.2(i).

"Official Credit Rating" means (in respect of long-term, unsecured, unsubordinated debt) a credit rating with:

- (a) Standard and Poor's;

- (b) Moody's; or
- (c) any industry recognised alternative or successor rating agency to either of the above (as agreed by the Parties such agreement not to be unreasonably withheld or delayed);

"Supervisory Financial Authority" means the regulatory authority of the financial markets in the Republic of Albania pursuant to the Capital Markets Law.

"Support Counterparty Condition" has the meaning given to it in clause 3.2;

"Support Counterparty Default" has the meaning given to it in clause 17.1;

"Support Counterparty Loss" means the loss suffered by the Support Counterparty upon termination of this Agreement for Seller Default covering:

- (a) in the case of termination in accordance with clause 17.2(a) or clause 17.2(b), the Support's Counterparty's internal and external costs associated with engaging with the Seller in accordance with this Agreement in anticipation of Seller Conditions being met; or
- (b) in case of termination in accordance with clauses 17.2(c) to 17.2(h)17.2(h),
 - (i) for Trading Period I, costs associated with entering into replacement transactions for non-delivered electricity (together with costs or expenses incurred in respect of the same) subject always to the requirement that such costs must be subject to reasonable evidence and documentation;
 - (ii) for Trading Period II, loss incurred due to non-payment of the Differential Payments that the Support Counterparty would have reasonably expected the Seller to pay under this Agreement for the entire Trading Period II (together with costs or expenses incurred in respect of the same), subject always to the requirement that such losses must be determined based on reasonable forecasts and projections of market reference price and subject to reasonable evidence and documentation.

"Operational Period" means the period commencing at 00:00 hours on the first day immediately following the Commercial Operation Date and ending on expiry of the Term or earlier termination of this Agreement in accordance with its terms;

"OSHEE" means [*Operatori i Shpërndarjes së Energjisë Elektrike sh.a.*], a company organised and existing under the laws of [], including its universal successors and permitted assignees;

"OST" means [*Operatori i Sistemit të Transmetimit sh.a.*], a company organised and existing under the laws of [], being the owner and operator of the Grid System, including its universal successors and permitted assignees;

"Outage" means a continuous period of at least [two (2)] hours in which the Capacity of the Facility is reduced by ten per cent (10%) or more;

"Planned Outage Schedule" has the meaning given to it in clause 7.18 and as is further detailed in in the Albanian Grid Code;

"Performance Assurance Financial Requirements" means the ratios for EBIT to Interest, Funds from Operations, Total Debt to Total Capitalisation, and Tangible Net Worth;

"Project" has the meaning given at Recital A;¹

"Project Development Agreement" means the agreement for the development of the Project, executed between the Ministry of Infrastructure and Energy of the Republic of Albania, the [Consortium][Bidder] and, upon its establishment, the Seller;

"Balancing Rules" means balancing rules on the electricity balancing mechanism approved by ERE decision [insert updated reference];

"Price Differential" has the meaning given to it in clause 11.1.

"Provisional Nominated Output" has the meaning given to it in clause 7.4 read in combination with clause 7.6;

"Positive Price Differential " has the meaning given to it in clause 16.1(b).

"PPA" or "Power Purchase Agreement" means the power purchase agreement between the Seller and the Support Counterparty, which will apply during Trading Period I, as relevant, until a Market Readiness Assessment is completed), for the sale of the energy produced by the Facility in accordance with terms set out in Section (B).

"Positive Market Readiness Assessment" means the decision taken by the ERE establishing that the Market Readiness criteria following the Market Readiness Assessment has been met and which decision, is confirmed by a Joint Declaration of the Parties pursuant to clause 6.1(a)(iii) or any Parties` dispute on such decision is resolved in accordance with the terms of clause 6.1(a)(iv) of this Agreement.

"Rate of Return" means means an amount equal to the Depreciated Equity Amount compounded [] (%) for a period from the Commercial Operations Longstop Date until the earlier of: i) Termination Date or (ii) [] years from the Commercial Operations Longstop Date;²

"Reference Measurement" means [];³

"Reference Price" means hourly day-ahead price for the relevant settlement period as determined and published by the Albanian Power Exchange or, in event of unavailability of the Albanian Power Exchange, a Replacement Index;

"Replacement Index" means the replacement reference price determined in accordance with terms set forth in clause 13.1.

"Relevant Output" means up to and including (but not in excess of)[] of the Metered Output in each metered settlement period;

- (a) in case of the Facility being part of the Balancing Group of the Support Counterparty pursuant to clause 7.8(a) and/or in the case of the Support

¹ [In case of a Project consisting of more than one (1) Selected Site by the same Developer, termination for specific events, force majeure, penalties for commissioning lower capacities or delays in commissioning will apply separately for each Site.]

² To be determined based on figures included by the Preferred Bidder in the Pre-Feasibility study submitted as part of its RFP Submission.

³ To be determined based on figures included by the Preferred Bidder in the Pre-Feasibility study submitted as part of its RFP Submission.

Counterparty procuring that a third party operates a Balancing Group pursuant to clause 7.8(b), the Supported Output A;

- (b) in case of the Seller choosing the Balancing Group of another party in accordance with clauses 7.13 to 7.14, the Supported Output B;

"Required Bank Rating" means:

- (a) in respect of a rating with Standard and Poor's, a rating of at least A- or its equivalent;
- (b) in respect of a rating with Moody's, a rating of at least A3 or its equivalent; or
- (c) in respect of a rating with any industry recognised alternative or successor rating agency to either of the above, the relevant equivalent (as agreed by the Parties, such agreement not to be unreasonably withheld or delayed);

"REMIT" means the implementing Applicable Laws adopted by Competent Authorities transposing the Regulation (EU) No 1227/2011 of the European Parliament and the Council of 25 October 2011 on wholesale energy market integrity and transparency and/or any other relating implementing EU acquis.

"Renewable Energy Operator" means the counterparty in the contracted for differences designated in accordance with the Law No. 7/2017 on 'Renewable Energy', as amended;

"Revocation Event" means the occurrence of an event where:

- (a) a Generation Attribute had previously been issued, received or accrued, and is subsequently revoked or declared to conflict with Applicable Laws by a Competent Authority or is otherwise rescinded;
- (b) any transfer of a Generation Attribute is invalid or unenforceable because the Generation Attribute which was the subject of the purported transfer was subject to a charge, lien, encumbrance or other third party claim;
- (c) the relevant Issuing Authority, other Competent Authority or OST refuses to issue or make available the Generation Attribute (or allow it to be received or accrued or registered) where either Party reasonably believes that the Facility, the electricity generated by the Facility, or either Party (as the case may be) is eligible for the Generation Attribute (or would have been eligible had each Party complied with its obligations under this Agreement); or
- (d) the relevant Competent Authority (including the Issuing Authority) or OST requests the holder of the benefit not to redeem, cancel, or make use of the Generation Attribute as a result the holder has not redeemed the Generation Attribute by the date by which the Generation Attribute must reasonably have been redeemed;

"Season" means a six (6) month period ending on 31 March or 30 September of each year;

"Seasonal Target" has the meaning given to it in clause 5.2;

"[SPV ENTITY]", a company incorporated in [Albania] with registered no. [] and having its registered office at [];

"Schedule" means those actions necessary for a Party to effect its respective delivery or acceptance obligations, which may include nominating, scheduling, notifying, requesting and confirming with the other Party, their respective designated agents and authorised representatives, and OST, as applicable, the Nominated Output, the Metering Point and any other relevant terms of this Agreement in accordance with all applicable rules of OST and other customary industry practices and procedures, and **"Scheduled"** and other cognate expressions shall be construed accordingly;

"Seller Conditions" has the meaning given to it in clause 3.1;

"Seller Default" has the meaning given to it in clause 17.2;

"Seller Loss 1" means:

- (a) an amount equivalent to:
 - (i) all applicable debt and interest repayments (including any pre-payment charges, breakage charges, penalties, hedging charges) owed by the Seller to the Financing Institutions (whether in relation to senior debt or junior debt, whether secured or unsecured) for the financing of the Capacity; plus
 - (ii) an amount equal to the Rate of Return *per annum* and the Depreciated Equity Amount [compounded for a period equal to the lesser: of (i) 18 months or (ii) the remainder of the original term of this Agreement, minus
 - (iii) any insurance proceeds prior to the date of termination of this Agreement by the Seller and not spent on restoration of the Facility; minus
 - (iv) the aggregate amount of cash held by or on behalf of the Seller as of the date of termination of this Agreement, including cash on hand and the credit balance of any such deposit, money market, reserve or securities accounts;
- (b) which becomes payable on the condition that the Facility is not otherwise operated by the Seller on the free market.

"Seller Loss 2" means the loss suffered by the Seller upon termination of this Agreement for Support Counterparty Default, and continuance of the operation of the Facility on the free market, covering:

- (a) for Trading Period I, the Seller's internal and external costs associated with engaging with a replacement Support Counterparty for the Supported Capacity, including costs associated with a debt refinancing with the Financing Institutions, provided that such costs are actual, demonstrable, directly linked with engaging with such a replacement Support Counterparty for the Supported Capacity, and subject to reasonable evidence and documentation; or
- (b) for Trading Period II, the Seller's internal and external costs associated with engaging with a private or another counterparty for a replacement financially settled agreement to substitute the support CfD element for the Supported Capacity, including costs associated with a debt refinancing with the Financing Institutions, provided that such costs are actual, demonstrable, directly linked with engaging with such a replacement counterparty for the Supported Capacity, and subject to reasonable evidence and documentation;

"Service Provider" means a service provider which has a track record experience of (i) servicing the type of solar PV engines used in the Facility; (ii) servicing at least [100MW depending on the selected Project(s) in the RFP] of installed capacity; and which has the necessary creditworthiness to pay the availability guarantee under the Service and Availability Agreement;

"Service and Availability Agreement" means the service and availability agreement between the Seller and Service Provider in respect of service, operation or maintenance of the Facility;

"Site" means the land selected by the Seller and situated at [] and described and delimited further in [Schedule] upon which the Facility shall be located;

"Supply Period" means the period commencing on the Commissioning Commencement Date and ending on expiry of the Term or earlier termination of this Agreement in accordance with its terms;

"Supported Output" means the electricity generated by the Supported Capacity delivered either as Supported Output A or Supported Output B.

"Supported Output A" has the meaning given to it in clause 8.2(a)(i)(A);

"Supported Output B" has the meaning given to it in clause 8.2(a)(i)(B);

"Support Agreement" or "Agreement" means this agreement containing terms for a physically settlement Power Purchase Agreement for the Trading Period I and terms for a financially settlement CfD for the Trading Period II.

"Support Counterparty" means the counterparty designated in accordance with the applicable Laws and the Support Agreement to act as offtaker in the physically settled Power Purchase Agreement for Trading Period I, or as CfD counterparty in the financially settled Contract for Differences for Trading Period II, and to which general provisions apply for the entire Term of this Support Agreement, in combination with either the PPA terms relevant for Trading Period I or CfD terms relevant for Trading Period II.

"Tangible Net Worth" means the sum of all paid up shareholder cash contributions to the share capital account or any other capital account of the Support Counterparty or any other entity designated in replacement of the Support Counterparty ascribed for such purposes of the Support Counterparty and any accumulated earnings less any accumulated retained losses and intangible assets (including, but not limited to, goodwill);

"Tax" means any tax, levy, impost, duty, royalty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any or the same) including income tax and corporation tax;

"Term" means the period starting on the Effective Date and ending [fifteen (15)] years after the Commercial Operation Date;

"Total Capitalisation" means in respect of the relevant period the sum of Total Debt and all paid up shareholder cash contributions to the share capital account or any other capital account of the Support Counterparty or any other entity designated in replacement of the Support Counterparty ascribed for such purposes of the Support Counterparty;

"Total Debt" means in respect of the relevant period the sum of financial indebtedness for borrowed money (which includes debts payable to Affiliates companies as well as debt

instruments to the Financing Institutions) of the Support Counterparty or any other entity designated in replacement of the Support Counterparty;

"Total Debt to Total Capitalisation" means the ratio of Total Debt to Total Capitalisation in any fiscal year;

"Total Project Cost" means EUR [] ([]); ⁴

"Trading Period I" has meaning given to it in clause 6.1(a).

"Trading Period II" has meaning given to it in clause 6.1(a).

"Transferee Counterparty" has the meaning given to it in clause 6.2;

"Transmission Line" has the meaning given to it in the RFP documents.

"Unavailable Generation" means expected generation (in MWh) calculated by the applicable Reference Measurement during each Unavailable Period for (s) during a Season;

"Unavailable Period" means any period, other than a Deemed Available Period, during which the solar facilities are not operated or are de-rated. For the avoidance of doubt, any scheduled maintenance performed on a Facility shall be deemed an Unavailable Period;

"Unscheduled Outage" has the meaning given to it in clause 7.21 and as set forth under the Albanian Grid Code;

"Wilful Misconduct" means a deliberate act or omission that deviates from a reasonable course of action or from any provision of the agreement that is done or omitted to be done with knowledge of or conscious indifference or intent to the harmful, avoidable and reasonably foreseeable consequences; and

"Within-Day Renomination GCT" has the meaning given to it in clause 7.3(b).

1.2 In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and *vice versa*;
- (b) a reference to a gender shall not exclude other genders;
- (c) words importing persons shall include natural persons, bodies corporate, unincorporated associations and partnerships (whether or not any of them have separate legal personality);
- (d) reference to any legislative provision shall be deemed to include any statutory instrument, by-law, regulation, rule, subordinate or delegated legislation or order and rules and regulations which are made under it and any subsequent re-enactment or amendment of the same;
- (e) the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";

⁴ To be determined based on figures included by the Preferred Bidder in the Pre-Feasibility study submitted as part of its RFP Submission.

- (f) references to "writing" include typing, printing, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- (g) section and schedule headings, contents and front sheet are for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- (h) unless otherwise provided, references to clauses and schedules are references to the clauses and schedules of this Agreement, and references in any schedule to paragraphs, parts and annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the schedule or the part of the schedule in which the references appear;
- (i) references to this Agreement are references to this Agreement as amended or varied from time to time; and
- (j) reference to any agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated from time to time.

1.3 The schedules and any annexes and appendices thereto form part of this Agreement.

(A) - GENERAL TERMS

2. COMMENCEMENT AND TERM

The Agreement shall come into force on the date which is the Effective Date of the Project Development Agreement and shall continue until expiry of the Term, unless terminated earlier pursuant to the terms of this Agreement.

3. CONDITIONS

3.1 The Seller shall:

- (a) execute the Project Development Agreement with the Contracting Authority;
- (b) meet the Developer Conditions as set forth under clause 2.12 of the Project Development Agreement as soon as reasonably practicable after the Effective Date and, in any event, no later than the Conditions Longstop Date,

(together, the "**Seller Conditions**").

3.2 The Support Counterparty shall provide Credit Support in favour of the Seller in accordance with the requirements of clause 21 ("**Support Counterparty Condition**").

3.3 The Parties shall each meet their respective conditions as set forth above as soon as reasonably practicable after the Effective Date and, in any event, no later than the Conditions Longstop Date.

3.4 On the date on which Seller becomes aware that one or more of the Seller Conditions have been satisfied, it shall notify the Support Counterparty in writing and provide to the Support Counterparty evidence demonstrating such satisfaction as the Support Counterparty reasonably requires.

3.5 The Parties agree and acknowledge that the Conditions Longstop Date shall only be varied in the following circumstances:

(a) where the Developer and the Contracting Authority mutually agree in writing upon another date to be the Conditions Longstop Date in accordance with the Project Development Agreement; or

(b) where the Seller is prevented from fulfilling one or more Developer Conditions on or before the Conditions Longstop Date in events or circumstances falling under clause 2.15 of the Project Development Agreement,

in which case the relevant date shall be as agreed in writing by the Developer and the Contracting Authority or as postponed for a period of time commensurate with the delay to achieving the affected Developer Conditions caused by such events or circumstances falling under the scope and in accordance with clause 2.15 of the Project Development Agreement ("**Extended Conditions Longstop Date**"). In such circumstances references in this Agreement to the Conditions Longstop Date shall be read as references to the Extended Conditions Longstop Date. On the date on which Developer becomes aware of the Extended Conditions Longstop Date, it shall notify the Support Counterparty in writing and provide to the Support Counterparty evidence as the Support Counterparty reasonably requires.

3.6 Any dispute or disagreement as to the length of time by which the relevant Condition Longstop Date ought to be extended under clause 3.5 shall be dealt with in accordance with clause 28.

4. CONSTRUCTION AND COMMISSIONING

4.1 The Seller shall notify the Support Counterparty in writing of:

(a) its best estimate of the date on which it anticipates the Commissioning Commencement Date as soon as reasonably practical following satisfaction of the Seller Conditions;

(b) its best estimate of the date on which it anticipates occurrence of the Commercial Operation Date as soon as reasonably practical; and

(c) the occurrence of the Commercial Operation Date, without delay upon such occurrence.

4.2 The Seller shall notify the Support Counterparty in writing where it becomes aware that the Commercial Operation Date will not be achieved before or on the Commercial Operation Target Date, such notice to include a revised Commercial Operation Target Date.

5. OPERATION, AVAILABILITY GUARANTEE

5.1 The Seller shall operate and maintain the Facility in accordance with Applicable Law, Relevant Codes and Rules, and Good Industry Practice with a view to maximising the availability of the Facility and Metered Output. Subject to the Seller's obligations to comply with all Applicable Law, Relevant Codes and Rules, and Good Industry Practice, the Seller shall meet with the REO at least once every six (6) months to discuss relevant commercial and operational matters regarding the Facility.

- 5.2 If, in any full Season during the Supply Period, the Supported Output of the Facility is less than [] ("**Energetic Availability Target**") and the monthly Supported Output was less than [] of the estimated Facility output for that relevant Season based on the monthly profile set in Schedule 5 of this Agreement ("**Seasonal Target**") (both Targets referred as "**Availability Guarantee**") a compensation unavailability event shall be deemed to have occurred ("**Compensation Unavailability Event**"). The Seller shall conclude a Service and Availability Agreement by []. Parties shall determine the Energetic Availability Target and the Seasonal Target, as well as complete Schedule 3 in accordance with the Service and Availability Agreement.
- 5.3 Subject to clause 5.2 if a Compensation Unavailability Event has occurred, the Seller shall pay to the Support Counterparty liquidated damages of [] for each MWh of the undelivered Relevant Output, subject to limitations in clause 5.2 ("**Energetic Availability Liquidated Damages**"), as soon as reasonably practicable after the end of each Season. Upon occurrence of a Compensation Unavailability Event, the Seller shall provide written notice of such to the Support Counterparty. Parties shall complete Schedule 4 in accordance with the Service and Availability Agreement.
- 5.4 The Energetic Availability Liquidated Damages:
- (a) in respect of any year, shall be up to a maximum cap per year in accordance with the formula in Schedule 4;
- shall not be payable in respect of Supported Output not delivered in any Season in excess of the Seasonal Target; and
- (b) shall be the Support Counterparty's sole remedy for the occurrence of a Compensation Unavailability Event, to the exclusion of any other remedies in contract, at law or otherwise.

6. MARKET RESTRUCTURING AND READINESS ASSESSMENT

- 6.1 The Parties acknowledge and agree the Albanian power market is in the process of an on-going market restructuring and that as a consequence of this restructuring:
- (a) a Positive Market Readiness is to be conducted by ERE and is a condition precedent to the application of the Contract for Differences Terms in accordance with this Agreement. Starting from the Execution Date until the 20th Business Day (inclusive) after the execution of a Joint Declaration accepting a Positive Market Readiness Assessment, ("**Trading Period I**") the PPA Terms shall apply. On the 21th Business Day following the execution of a Joint Declaration accepting the Positive Market Readiness Assessment until the end of the Term ("**Trading Period II**"), the CfD terms shall apply. Parties shall determine the start of Trading Period II and switching from the application of the PPA Terms to the application of the CfD Terms in accordance with the process set forth under this clause and the Joint Declaration.
- (i) The ERE shall conduct a Market Readiness Assessment based on at least the pre-determined Criteria in this Agreement, the Applicable Laws and in accordance with Good Industry Practice.
- (ii) The Support Counterparty shall serve a notice to the Seller notifying of the start of the Market Readiness Assessment proceedings by the ERE and employ best efforts to ensure that the Seller is invited to submit its views on the Market Readiness Assessment, in a written form and in a hearing before the ERE.

- (iii) The Support Counterparty shall serve a notice to the Seller notifying a positive decision taken by the ERE establishing that the Market Readiness Criteria following the Market Readiness Assessment has been met, within five (5) Business Days from acquiring knowledge of such decision. Parties shall, in good faith, discuss and agree on whether results of the Market Readiness Assessment are acceptable to each of them and in line with Good Industry Practice and the Applicable Laws. To this purpose, Parties shall file a written report evidencing their position on the Market Readiness Assessment. In case of agreement on the positive ERE's decision on the Market Readiness Assessment, Parties shall execute a joint declaration accepting the results ("**Joint Declaration**") (such positive decision taken by ERE in this context and confirmed by Joint Declaration referred as "**Positive Market Readiness Assessment**").
 - (iv) Any dispute between the Parties in connection to the standards and results of the Market Readiness Assessment ("**Disputed Market Readiness Assessment**") shall be resolved by Expert Determination and by further application of clause 21. In case of a dispute against ERE, Parties shall seek, in good faith, to agree on a joint position and, where possible, challenge the ERE's decision before the competent authorities and international institutions in accordance with the Applicable Laws.
 - (v) For the avoidance of any doubt, as long as and until a Disputed Market Readiness Assessment exists and has not been resolved in accordance with this Agreement, the Trading Period I shall be deemed to continue and the Support Agreement shall apply as a Power Purchase Agreement.
 - (vi) [Within 20 (twenty) Business Days following the execution of a Joint Declaration], Parties shall take all steps and measures to switch from the Trading Period I to Trading Period II and, therefore, from the application of the PPA Terms to the application of the CfD Terms.
- (b) Support Counterparty may assign a Transferee Counterparty in accordance with this clause and Applicable Laws.

6.2 A Support Counterparty may transfer this Agreement without the consent of the Seller to a Licensed Supplier, or another entity designated by a Competent Authority to act as a counterparty to this Agreement ("**Transferee Counterparty**"). The Support Counterparty shall notify the Seller of the date and time on which the transfer of this Agreement to the Transferee Counterparty shall take effect. From such date and time, (a) subject to clauses 5.3 and 5.8 as applicable, the Counterparty shall be released from its obligations under this Agreement, and (b) the Transferee Counterparty shall assume all obligations of the Support Counterparty under this Agreement (with all references to "**Support Counterparty**" in this Agreement being interpreted as references to "**Transferee Counterparty**").

6.3 In case of the transfer pursuant to clause 6.2 above :

- (a) the transferring Support Counterparty shall perform all of its obligations under this Agreement until the Transferee Counterparty accedes to this Agreement as the Support Counterparty;
- (b) the transferring Support Counterparty and the Transferee Counterparty shall remain jointly and severally liable to the Seller for all Support Counterparty obligations that have arisen prior to the transfer;

- (c) in event and as long as the Transferee Counterparty fails to fulfil the same Performance Assurance Financial Requirements as the transferring Support Counterparty or has the Official Credit Rating lower than the Official Credit Rating of the transferring Counterparty at the time of the transfer, the transferring Counterparty and the Transferee Offtakes shall remain jointly and severally liable to the Seller in respect of all Support Counterparty obligations under this Agreement, unless the Seller agrees otherwise in writing.
- 6.4 Any dispute between the Parties in connection with the Official Credit Rating or the Performance Assurance Financial Requirements of the Transferee Counterparty shall be resolved by application of clause 28.
- 6.5 Subject to clauses 6.2 and 6.3 the Support Counterparty may enter into an agreement with one or more Licensed Suppliers under which a Licensed Supplier shall have the right, without consent of the Seller, to perform some or all of the Support Counterparty's obligations under this Agreement for a part of or the entire Trading Period I.
- 6.6 Notwithstanding the agreement between the Support Counterparty and a Licensed Supplier as per this clause the relevant Support Counterparty shall remain solely liable to the Seller in respect of all:
 - (a) the Support Counterparty`s obligations under the PPA terms; and
 - (b) the obligations performed or to be performed by a Licensed Supplier (including any breach of such obligations) on the Support Counterparty 's behalf under this Agreement as if the Support Counterparty had performed or had to perform such obligations itself.
- 6.7 The Support Counterparty may appoint or replace the Licensed Supplier at any time, provided that:
 - (a) the Licensed Supplier is financially (which in case of transfer in accordance with clause 6.2 shall mean fulfilment of the Official Credit Rating or the Performance Assurance Financial Requirements) and technically capable of performing the role of the Licensed Supplier;
 - (b) the Support Counterparty provides the Seller with prior written notice of the appointment or replacement of a Licensed Supplier as soon as practicably possible;
 - (c) if required by the OST or Applicable Laws, the Licensed Supplier becomes the registrant in respect of the Metering Point.

(B)- TRADING PERIOD I – PPA TERMS

7. FORECASTS, NOMINATIONS, OUTAGES, BALANCING

- 7.1 In Trading Period I, the Seller shall ensure that all forecasts and nominations made pursuant to this clause 7 are prepared in accordance with Good Industry Practice, and the Applicable Laws. Subject to the provisions of the Applicable Laws, the following clauses of this clause 7 shall apply.

- 7.2 Not less than [fifteen (15)] Business Days prior to the start of the Operational Period and to each subsequent anniversary thereof, the Seller shall provide to the Support Counterparty a non-binding estimate of the anticipated Metered Output in the forthcoming year. The Seller shall use its best efforts to ensure that each such forecast is as accurate as possible. Where the Seller revises any forecast to reflect a change in the Seller's expected Metered Output, the Seller shall provide the Support Counterparty with such revised forecast as soon as reasonably practical.
- 7.3 Subject to Applicable Laws (including the Balancing Rules), the Parties acknowledge and agree that the current deadlines for providing:
- (a) nominations made in accordance with clause 7.4 to OST is from 10:37 hours up to 14:00 hours on D-1 ("**Day-Ahead GCT**"); and
 - (b) renominations made in accordance with clause 7.5 to OST is from 18:00 hours on D-1 up to 23:00 hours on D, sixty (60) minutes before delivery for each respective settlement period on D ("**Within-Day Renomination GCT**").
- 7.4 No later than sixty (60) minutes prior to the Day-Ahead GCT, the Seller shall provide in accordance with Good Industry Practice to the Support Counterparty a nomination of its forecast Relevant Output for each settlement period on D ("**Provisional Nominated Output**").
- 7.5 No later than sixty (60) minutes prior to a relevant Within-Day Renomination GCT, if the Seller anticipates a material variation between the Provisional Nominated Output and the actual output of the Facility, the Seller shall provide to the Support Counterparty a renomination of its reforecast Relevant Output for the relevant settlement period or any number of such periods on D ("**Final Nominated Output**").
- 7.6 Notwithstanding clause 7.5, where the Seller:
- (a) does not exercise its right in accordance with clause 7.5; or
 - (b) exercises its right in accordance with clause 7.5, however does so after the Within-Day Renomination GCT,
- the Provisional Nominated Output shall be deemed to be the Final Nominated Output for the respective settlement period on D.
- All times noted in Clauses 7.3 to 7.6 have been set in line with the current market and balancing rules. If this timeline is adapted, the relevant times and settlement periods will be adapted accordingly, preserving the general principle of the aforementioned clauses.
- 7.7 The Balancing Group Responsible Party shall make or cause to be made to OST the nominations and/or renominations for Supported Output on the basis of the nominations and/or renominations provided by the Seller in accordance with clauses 7.3 to 7.6, provided that the Support Counterparty may vary these in accordance with Good Industry Practice.
- 7.8 In Trading Period I, the Support Counterparty shall:
- (a) operate a Balancing Group to which the Seller shall accede; or
 - (b) procure that a third party operates a Balancing Group meeting requirements of clause 7.9, to which the Seller shall accede,

(each a "**Balancing Group Responsible Party**"). The Balancing Group Responsible Party shall settle any imbalance between the Relevant Output and the Final Nominated Output. The Balancing Group Responsible Party shall not be entitled to charge the Seller retroactively for any imbalance for the relevant month, except for imbalance caused by grossly negligent or wilful misconduct in relation to the provision of nominations and/or renominations.

- 7.9 The Balancing Group Responsible Party and the Seller shall agree on a balancing services agreement in accordance with Good Industry Practice, determining amongst others, charges and fees the Balancing Group Responsible Party may charge on the Seller for reasonable costs for providing Balancing services in accordance with clause 7.8 ("**Balancing Services Charge**"). The Balancing Services Charge shall be subject to a maximum cap of [5 EUR / MWh] until a Positive Liquidity Assessment of the Intra-Day Market. Parties shall employ best efforts to conclude the Balancing Service Agreement not later than the same Execution Date as this Agreement.
- 7.10 If the Support Counterparty exercises its right in accordance with clause 7.8(b), the third party Balancing Group Responsible Party shall pass on such costs to the Seller on a transparent and open-book basis up to an amount equal to the Balancing Services Charge Cap.
- 7.11 In procuring a third party to operate a Balancing Group in accordance with clause 7.8(b), the Support Counterparty shall at all times use reasonable efforts to procure Balancing services in a cost-efficient manner.
- 7.12 During the Trading Period I, where the Support Counterparty cannot procure Balancing services from a third party Balancing Group Responsible Party for a cost equal to or less than the Balancing Services Charge Cap, the Parties agree to tender out Balancing services. The Parties shall agree on any conditions for such tender deemed necessary, and shall jointly agree on the selection of a third party based on the most competitive bid. The agreed price shall replace the Balancing Services Period for the such period, subject to the Balancing Services Charge Cap.
- 7.13 Without prejudice to clauses 7.3 to 7.12, the Support Counterparty shall have the right to instruct the Seller to reduce in part or in full the output of the Facility for a specific period of time, including but not limited to the case of Grid System constraints, periods of negative market prices, or Force Majeure Events. Upon request by the Support Counterparty, the Seller shall as soon as reasonably practicable provide the Support Counterparty with remote access to the Metering Device and other equipment in the Facility as may be deemed necessary by the Support Counterparty acting in order to make own forecasts in relation to the Facility.
- 7.14 The Seller has the right to accede a Balancing Group operated by another party in accordance with the Applicable Laws, upon a written request delivered to the Support Counterparty no later than sixty (60) Business Days prior to the requested exit date of the Seller from the Support Counterparty's Balancing Group. Such written notice shall be accompanied by a balancing group agreement with the other third party and necessary arrangements (if any) with the Support Counterparty and the OST, in accordance with the Applicable Laws, to ensure delivery obligations in accordance with clauses 7.2(a)(ii) and 7.2(b). The Support Counterparty shall notify the Seller a written approval of the exit from its Balancing Group within thirty (30) Business Days of receipt of the Seller's written request.
- 7.15 The seller may request to re-accede the Support Counterparty's Balancing Group, upon written notice delivered to the Support Counterparty not less than 180 (one hundred and eighty) Business Days prior to the requested date for accession into the Support Counterparty's Balancing Group.

- 7.16 Starting from the date of approval by the Support Counterparty of such exit and until a new request to accede the Support Counterparty's Balancing Group is approved, the Seller shall be deemed to have exited the Balancing Group of the Support Counterparty and clauses 7.8 to 7.12 shall not apply during such period.
- 7.17 In case of the Facility being party to a Balancing Group operated by a third party selected by the Seller in accordance with clauses 7.13 to 7.14, the following provisions shall apply on forecast accuracy.
- (a) Within one (1) month after the end of each calendar half-year of the Trading Period I, the Seller shall provide to the Support Counterparty the following data recorded by the Seller and related to the accuracy of the Final Nominated Outputs for the relevant settlement periods in respect of the previous calendar half-year of the Trading Period I:
 - (A) the actual Metered Output as measured at the Metering Point for each settlement period, and
 - (B) the corresponding Final Nominated Output(s) for each settlement period.
 - (b) Within one (1) month after the end of each calendar half-year of the Trading Period I, and in respect of such previous calendar half-year of the Trading Period I, the Seller shall provide to the Support Counterparty forecast(s) for the same settlement periods for the expected output of the Facility from an independent industry expert meeting the criteria set out in Clause (c) ("**Independent Forecast**"). The Independent Forecast shall follow the principles for preparing a forecast pursuant to clauses 7.4, 7.5, and 7.6, whereas both the Independent Forecast provided by the independent industry expert and the Final Nominated Output provided by the Seller shall reflect curtailments in the same way in accordance with the Grid Connection Agreement (but only to the extent these apply to instructed curtailments).
 - (c) The criteria for selection of each independent industry expert are that the individual is:
 - (i) available and willing to act upon the terms of this clause 7.17, within twenty (20) Business Days of appointment;
 - (ii) an independent natural person with a proven performance record applicable to day ahead forecasting;
 - (iii) sufficiently fluent in English to make the Independent Day Ahead Forecast and deliver it in the English language; and
 - (iv) may be selected from a group of experts regularly engaged by the Seller, provided that such engagement does not create any conflict of interest to act as a provider of the Independent Day Ahead Forecast.
 - (d) If in respect of any calendar year the variance between the Final Nominated Output and the Independent Forecasts are higher than [■] percentage points but lower than the Non-Accepted Variance the Seller shall pay the Support Counterparty as compensation and as sole remedy in full and final satisfaction of Support Counterparty [■] EUR / MWh] for such variance.
- 7.18 Not less than [fifteen (15)] Business Days prior to the start of the Operational Period and to each subsequent anniversary thereof, the Seller shall provide to the Support Counterparty a

schedule setting out each of the proposed Outages in the forthcoming year, including details as to the amount by which the Capacity of the Facility will be reduced and the nominated timing and dates of such Outages ("**Planned Outage Schedule**").

- 7.19 The Planned Outage Schedule will contain in respect of each Outage:
- (a) brief details of the reason for the Outage;
 - (b) the expected date of commencement and expected duration of the Outage;
 - (c) any partial or reduced running during the Outage and any expected reduction in generated electricity (that is below the normal level) following the end of the Outage and the duration of such reduction; and
 - (d) amendments to any previously notified Outages regarding the above.
- 7.20 The Seller may amend the Planned Outage Schedule for any year, either prior to or during such year, *provided that* it does so as far in advance of the planned Outage contained within the Planned Outage Schedule that is to be revised by such amendment as is reasonably possible and gives the Support Counterparty and if required under Applicable Laws any other market participants at the same time as much advance notice of such amendment as is reasonably possible and takes into account any reasonable representations made by the Support Counterparty (*provided that* the Parties agree that any decision as to when to schedule a Planned Outage shall ultimately be a decision for the Seller alone).
- 7.21 The Seller shall use its reasonable endeavours to minimise the number and duration of any Outages not included on the Planned Outage Schedule ("**Unscheduled Outage**") that occur during the Operational Period. The Seller shall, as soon as reasonably practicable following the occurrence of an Unscheduled Outage during the Operational Period, notify the Support Counterparty and if required under Applicable Laws at the same time any other market participants of such Unscheduled Outage and use all reasonable efforts to remedy the Unscheduled Outage in accordance with Good Industry Practice. On notifying the Support Counterparty of an Unscheduled Outage, the Seller shall also inform the Support Counterparty of its best estimate as to the likely duration of the Unscheduled Outage.

8. SALE AND PURCHASE OF ELECTRICITY AND TRANSFER OF GENERATION ATTRIBUTES

- 8.1 During the Commissioning Period, the Support Counterparty may by notice to the Seller elect to purchase and accept any Relevant Output generated by the Facility at the Electricity Price. If the Support Counterparty does not elect to purchase the Relevant Output during the Commissioning Period, the Seller may offer the Relevant Output on the free electricity market in accordance with the electricity market rules and the Applicable Laws. This may include without limitation the right of the Seller to participate in tenders for the sale of electricity to cover Grid System losses in accordance with Applicable Laws.
- 8.2 During the Trading Period I:
- (a) the Seller shall:
 - (i) operate the Facility in accordance with Good Industry Practice so as to maximise the Relevant Output from the Facility; and

- (A) in case of the Facility being party to a Balancing Group operated by the Support Counterparty or a selected third party by the Support Counterparty in accordance respectively with clauses 7.8(a) or clauses 7.8(b) and clauses 7.9 to 7.13, sell, schedule and deliver, at the Metering Point, the Metered Output in each metered settlement period ("**Supported Output A**");
 - (B) in case of the Facility being party to a Balancing Group operated by a third party selected by the Seller in accordance with clauses 7.13 to 7.14 sell, schedule and procure that the OST delivers at the Delivery Point, up to and including (but not in excess of) the Final Nominated Output in respect of the anticipated Metered Output in each settlement period ("**Supported Output B**");
 - (ii) sell, schedule and procure that the OST delivers at the Delivery Point, up to and including (but not in excess of) the Supported Output in each settlement period;
 - (b) the Support Counterparty shall:
 - (A) in case of the Facility being party to a Balancing Group operated by the Support Counterparty or a third party selected by the Support Counterparty in accordance with clauses 7.8 to 7.13, accept, at the Metering Point or Delivery Point as applicable the Supported Output A and pay for each MWh of the delivered quantity at the Electricity Price.;
 - (B) in case of the Facility being party to a Balancing Group operated by a third party selected by the Seller in accordance with clauses 7.14 to 7.19, accept at the Delivery Point the Supported Output B and pay for each MWh of the delivered quantity at the Electricity Price.
- 8.3 Property and all rights to title in, and risk of loss with respect to, the Supported Output shall pass to the Support Counterparty upon delivery at the Delivery Point. Subject to clause 7.21 and the Connection Agreement,
- (a) the Seller shall be responsible for any costs or charges imposed on or associated with Scheduling, transmission and delivery of the Supported Output up to the Metering Point; and
 - (b) the Support Counterparty shall be responsible for any costs or charges imposed on or associated with acceptance and transmission of, the Supported Output at and from the Delivery Point. Subject to clause 8, the Seller agrees to transfer or make available to the Support Counterparty all the Generation Attributes accruing during or otherwise associated with the Supported Output during the Trading Period I.
- 8.4 The Seller undertakes that the Supported Output and the Generation Attributes delivered, transferred or made available to the Support Counterparty in accordance with this Agreement are sold free from all charges, liens, other encumbrances and third party claims. In the event of breach of this obligation by the Seller, without prejudice to any defences available to the Seller under this Agreement or Applicable Laws and the rights of the Support Counterparty under this Agreement or Applicable Laws, the Support Counterparty may determine its direct, actual, reasonable and demonstrable loss associated therewith and to notify the Seller thereof. The notice shall include the details of calculation of such loss and any relevant supporting

documentation. The Seller shall, within [five (5)] Business Days of receipt of such notice (accompanied by a valid Invoice) from the Support Counterparty, compensate the Support Counterparty for the Seller's loss so notified.

8.5 If the Generation Attribute is or becomes Ineffective or ceases to be valid, the following shall apply:

- (a) where the Generation Attribute is or becomes Ineffective or ceases to be valid as a result of any act or omission by the Support Counterparty, the Support Counterparty shall not have recourse against the Seller in respect thereof;
- (b) the Generation Attribute is or becomes Ineffective or ceases to be valid as a result of any act or omission by the Seller, the Seller shall either:
 - (i) replace such Generation Attribute within [twenty (20)] Business Days; or
 - (ii) pay to the Support Counterparty an amount equal the Support Counterparty's direct, actual, reasonable and demonstrable loss caused by the Seller's failure to deliver the effective Generation Attribute.

8.6 The Support Counterparty acknowledges that the Metered Output and some of the Generation Attributes may vary depending on prevailing weather conditions at or near the Facility and that nothing in this Agreement is intended to create any liability for the Seller to the Support Counterparty as a result of the Facility failing to generate the Nominated Output.

9. METERING AND DATA

9.1 Subject to clause 9.2, readings of the Metering Device shall be conclusive as to the amount of output delivered to the Metering Point and OST, in accordance with the Connection Agreement, shall be responsible for taking measurements of the output delivered to the Metering Point in accordance with Good Industry Practice. Each Party shall have the right to attend any reading of any Metering Device. [For the sake of clarity, a separate Metering Device must be installed for the Supported Capacity. Where a Project includes an existing or additional part of the installed capacity which exceeds the Supported Capacity, a separate Metering Device must be installed for that other part.]

9.2 Subject to clause 9.1, if the Metering Device is out of service, is discovered to be inaccurate pursuant to clause 9.4, or is agreed to be registering the Metered Output inaccurately, the Seller shall determine the Metered Output in a commercially reasonable manner in accordance with Good Industry Practice, by reference to the volume delivered during periods of similar solar conditions when the Metering Device was registering the Metered Output accurately.

9.3 Each Party and its consultants and representatives shall have the right to witness each test conducted by or under the supervision of OST or other certified testing authority to verify the accuracy of the measurements and recordings of the Metering Device. The Seller shall provide prior written notice to the Support Counterparty reasonably in advance of the date upon which any such test is to occur.

9.4 Subject to the provision of the Connection Agreement and the Albanian Grid Code, the Parties acknowledge and agree that the following steps shall be taken to resolve any disputes regarding

the accuracy of the Metering Device or the determination of the Metered Output in accordance with clause 9.2:

- (a) if either Party disputes the accuracy or condition of the Metering Device, such Party shall so advise the other Party in writing, stating in reasonable detail the basis for such dispute;
- (b) the non-disputing Party shall, within [ten (10)] Business Days of receiving such notice from the disputing Party, advise the disputing Party in writing as to its position concerning the accuracy of such Metering Device and state reasons for taking such position;
- (c) if the Parties are unable to agree to the accuracy or condition of the Metering Device or the determination made by the Seller, either Party may request additional testing of the Metering Device by OST or other testing authority authorised or certified by it;
- (d) if the Metering Device is found to be within accuracy thresholds imposed by Applicable Laws, any previous recordings of the Metering Device shall be considered valid and the Party requesting the meter testing under clause 9.4(c) shall bear the cost of inspection and testing of the Metering Device as described in clause 9.4(c); and
- (e) if the Metering Device is found to be outside accuracy thresholds imposed by Applicable Laws or if such Metering Device is for any reason out of service or fails to register, then:
 - (i) the Seller shall promptly cause any Metering Device found to be inaccurate to be replaced by OST, or repaired or adjusted by it to correct such inaccuracy;
 - (ii) the Parties shall estimate the correct amounts of output delivered to the Metering Point during the periods affected by such inaccuracy, service outage or failure to register in accordance with clause 9.2; and
 - (iii) the Seller shall bear the cost of inspection and testing of the Metering Device as carried out in accordance with clause 9.4(c).

9.5 If as a result of any adjustment pursuant to clause 9.4 the Billing Statement for any period is decreased, the resulting amounts shall be included in the next Billing Statement issued under clause **Error! Reference source not found.** by way of set-off or deduction of such amounts against the Support Counterparty's payment obligations under the Agreement.

9.6 If, as a result of any adjustment pursuant to clause 9.4, the Billing Statement for any period is increased, the resulting amounts shall be included in the next Billing Statement issued under clause **Error! Reference source not found.** as an additional cost item.

(C)- TRADING PERIOD II – CFD TERMS

10. CONDITIONS

- 10.1 The Seller shall secure all authorisations, approvals and collateral requirements as required to be registered as a participant in the Albanian Power Exchange in accordance with the Applicable Laws.
- 10.2 The Seller shall secure that it has made all relevant notifications and obtained all approvals by the Financial Supervisory Authority, including without limitation an ancillary activity services exemption or authorisation, as required by the Capital Markets Law or any other Applicable Laws.
- 10.3 The Support Counterparty shall re-issue a Credit Support reflecting the amount required for CfD payments, in favour of the Seller in accordance with the requirements of clause 21 and Schedule 2.
- 10.4 The Parties shall each meet their respective conditions as set forth above as soon as reasonably practicable and, in any event, no later than 20 (twenty) Business Days after the execution of the Joint Declaration in connection to the Market Readiness Assessment.
- 10.5 On the date on which a Party becomes aware that one or more of the above conditions have been satisfied, it shall notify the other Party in writing and provide evidence demonstrating such satisfaction as the other Party reasonably requires.

11. FINANCIAL SETTLEMENT

- 11.1 During the Trading Period II,
- (a) if the Electricity Price is higher than the Reference Price, the Support Counterparty shall pay to the Seller for each settlement period the product of:
- (i) an amount equal to the financial difference between the Electricity Price and Reference Price (positive "**Price Differential**"), calculated for the relevant settlement period, and
 - (ii) the Contract Quantity for the relevant settlement period.
- (b) if the Electricity Price is lower than the Reference Price, the Seller shall pay to the Support Counterparty for each settlement period the product of:
- (i) an amount equal to the financial difference between the Reference Price and the Electricity Price (negative "**Price Differential**"), calculated for the relevant settlement period, and
 - (ii) the Contract Quantity for that relevant settlement period.
- (referred each as "**Differential Payment**" or "**CfD Differential Payment**").
- 11.2 The Price Differential shall be calculated by the Seller for the relevant settlement period and promptly notified to the Support Counterparty by written notice not later than 3 (three) Business Days from such calculation.

12. NEGATIVE PRICING

- 12.1 Upon a Negative Price Period, the Support Counterparty shall require the Seller not to generate in accordance with the Applicable Laws. If the Seller's generation is partly or totally curtailed due to Negative Price Period(s) as per this clause for an aggregated amount of settlement periods higher than [■], the Seller is entitled to a compensation by the Support Counterparty for an amount equal to: [the product of: (i) Electricity Price and (ii) the Final Nominated Output for the curtailed volumes]. If compensation as per this clause applies, the Support Counterparty may require the Seller to comply with forecast accuracy requirements as per 7.17 *mutandis mutandis*.
- 12.2 Any Curtailment during a Negative Price Period will be included in excused hours for the purposes of the Availability Guarantee, and excused production for the purposes of the Performance Guarantee.]

13. MARKET DISRUPTION

- 13.1 If at any time, either Party reasonably believes that a Market Disruption Event has occurred, that Party shall promptly notify the other Party and the Parties shall promptly meet and endeavour to agree upon an appropriate amendment to or replacement of the applicable Reference Price necessary to ensure that the amended or replacement index reflects, as closely as possible, the methodology, basis of calculation and liquidity of such Reference Price (a "**Replacement Index**").
- 13.2 Any Replacement Index must satisfy the following criteria:
- (a) in case of electricity, it must publish price information for the bidding area to which the Facility belongs and have due regard to the extent to which the physical location of the Facility and constraints on the delivery of electricity into the market thereby imposed may have on the price for the sale of electricity delivered in that bidding area;
 - (b) in case of GoO, if applicable, it must publish price information for the same generation type as the Facility, and if such information is not available, the same country as the Facility;
 - (c) the underlying data used to compile or prepare such index: (i) must be subject to reasonable procedures to ensure its accuracy and completeness; (ii) must be retained by the administrator of such index for a minimum period of two (2) years following its publication such that it is capable of audit; and (iii) consist only of verifiable transaction data and exclude data which is the product of subjective judgement; (d) the methodology used by the administrator to prepare such an index is appropriately documented; (e) it must reflect a sufficient volume of trades from a sufficient number and diverse range of market participants; and (f) it must be available to the Buyer on commercially reasonable terms.
- 13.3 If at the expiry of three (3) months following the date of notice under this clause 11.1., no agreement has been reached in relation to the necessary amendments to the Reference Price or the Replacement Index, either Party shall be entitled to refer the matter for Expert Determination in accordance with clause 28.

14. DELIVERY AND ACCEPTANCE OF GENERATION ATTRIBUTES

- 14.1 The Seller shall schedule, sell and deliver, or cause to be delivered, and the Support Counterparty shall accept or cause to be accepted, the Generation Attributes for the Contract Quantity free from all charges, liens, other encumbrances and third party claims and for no consideration.
- 14.2 Parties acknowledge that the Albanian authorities are in the process of setting up a registry for guarantees of origin (GoOs). Where relevant, the Seller and the Support Counterparty shall take all steps and action to ensure that the delivery and acceptance of Contract Quantity of Generation Attributes is performed either through electronic transfer or transfer by cancellation in accordance with the Albanian GoO Registry rules and other relevant Applicable Laws.
- 14.3 In the event of breach of this obligation by the Seller, without prejudice to any defences available to the Seller under this Agreement or Applicable Laws and the rights of the Support Counterparty under this Agreement or Applicable Laws, the Support Counterparty may determine its direct, actual, reasonable and demonstrable loss associated therewith and to notify the Seller thereof. The notice shall include the details of calculation of such loss and any relevant supporting documentation. The Seller shall, within [five (5)] Business Days of receipt of such notice (accompanied by a valid Invoice) from the Support Counterparty, compensate the Support Counterparty for the Seller's loss so notified.
- 14.4 If the Generation Attribute is or becomes Ineffective or ceases to be valid, the following shall apply:
- (a) where the Generation Attribute is or becomes Ineffective or ceases to be valid as a result of any act or omission by the Support Counterparty, the Support Counterparty shall not have recourse against the Seller in respect thereof;
 - (b) the Generation Attribute is or becomes Ineffective or ceases to be valid as a result of any act or omission by the Seller, the Seller shall either:
 - (i) replace such Generation Attribute within [twenty (20)] Business Days; or
 - (ii) pay to the Support Counterparty an amount equal the Support Counterparty's direct, actual, reasonable and demonstrable loss caused by the Seller's failure to deliver the effective Generation Attribute.
- 14.5 The Support Counterparty acknowledges that the Contract Quantity and some of the Generation Attributes may vary depending on prevailing weather conditions at or near the Facility and that nothing in this Agreement is intended to create any liability for the Seller to the Support Counterparty as a result of the Facility failing to generate the nominated output.

15. ROUTE-TO-MARKET ARRANGEMENTS

- 15.1 In Trading Period II, the Seller shall be offered the option of entering into a route-to-market services agreement with a Last Resort Support Counterparty in accordance with the Applicable Laws, and which provides services for routing the Contract Quantity on the market for a discounted price equal to [eighty (70-80)%] of the Reference Price for the relevant settlement periods.

- 15.2 In Trading Period II, the Seller shall be offered the option of entering into or maintaining the balancing services agreement with a Balancing Responsible Group Party, which may either be the former Support Counterparty or a third party designated by it or the Last Resort Support Counterparty taking the role of a Balancing Group Responsible Party, acting in accordance with clauses 7.8 to 7.16 which shall apply *mutandis mutandis* to the Trading Period II.

(D)- GENERAL TERMS

16. PRICE AND PAYMENT

- 16.1 In respect of each month in the Supply Period, the Seller shall prepare and issue to the Support Counterparty within [ten (10)] Business Days of each month a monthly statement ("**Billing Statement**") setting out:
- (a) In Trading Period I, the sum of Relevant Output for the relevant month multiplied by the Electricity Price ("**Electricity Payment**") due from the Support Counterparty to the Seller;
 - (b) In Trading Period II, the product of the Price Differential and the Contract Quantity calculated in accordance with 11.1(a) for the relevant month ("**Positive Differential Payment**") due from the Support Counterparty to the Seller;
 - (c) In Trading Period II, the product of the Price Differential and the Contract Quantity calculated in accordance with 11.1(b) for the relevant month ("**Negative Differential Payment**") due from the Seller to the Support Counterparty;
 - (d) any payment due from the Seller to the Support Counterparty as a consequence of the transfer of Generation Attributes in accordance with clause 8;
 - (e) any payment to be made in accordance with clause 9.6;
 - (f) the Balancing Services Charge from the Seller to the Support Counterparty, if applicable;
 - (g) Energetic Availability Liquidated Damages from the Seller to the Support Counterparty;
 - (h) any other amounts accruing to either Party under any other provision of this Agreement; and
 - (i) any aggregate of the amounts payable by the Support Counterparty to Seller less any amounts payable by the Seller to the Support Counterparty as set out under clauses (a) (i)(inclusive).
- 16.2 The Seller shall provide the Support Counterparty with an invoice in respect of each Billing Statement (each an "**Invoice**") not later than [ten (10)] Business Days after the issue of the

relevant Billing Statement (each, an "**Invoice Date**"), commencing on the first Invoice Date to occur after the commencement of the Supply Period.

- 16.3 All payments and invoices submitted under this Agreement must be made in EUR and valid VAT invoices.
- 16.4 All sums payable under this Agreement are exclusive of VAT or any other applicable Tax or duty payable upon such sums, which shall be added if appropriate at the rate prevailing at the relevant Tax point.
- 16.5 The Support Counterparty shall pay all undisputed amounts contained in an Invoice within [thirty (30)] days after the date of the applicable Invoice Date. Any disputed amount subsequently agreed or determined to be due and payable shall be paid within [thirty (30)] days of such agreement or determination.
- 16.6 Save where otherwise specified in this Agreement, all amounts outstanding under the Agreement shall become due and payable on the date [thirty (30)] days following receipt of a notice of payment.
- 16.7 The Support Counterparty shall make all payments due from the Support Counterparty under the Agreement by electronic funds transfer in immediately available funds to the account designated by the Seller in writing from time to time.
- 16.8 If the Support Counterparty reasonably disputes in *good faith* any amounts contained in any Invoice, then the Support Counterparty may withhold such disputed amounts contained in such Invoice, and such disputed amounts shall not be deemed in default under the Agreement by reason of such non-payment, *provided that* where an amount is not disputed within [ten (10)] Business Days of the applicable Invoice Date, the Support Counterparty may not dispute such amounts and shall be deemed to have accepted the contents of the Invoice (save in cases of manifest error).
- 16.9 Neither of the Parties shall suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed under an Invoice, while such a payment dispute exists.
- 16.10 Save as expressly provided in this Agreement, neither Party shall be entitled to set-off any amount due to the other Party under this Agreement against any sum owed by the receiving Party to the paying Party, whether under this Agreement or otherwise.

17. TERMINATION

- 17.1 The Seller may terminate this Agreement immediately by written notice to the Support Counterparty if any one or more of the following has occurred or is continuing:
- (a) the Support Counterparty has not met the Support Counterparty Condition by the Condition Longstop Date or Extended Condition Longstop Date (the latter only if applicable);
 - (b) the Support Counterparty has failed to pay any undisputed amount due and payable under this Agreement which exceeds the Credit Support Amount within [thirty (30)] days of receiving notice requiring payment of such overdue amount from the Seller;

- (c) the Support Counterparty is involved in Wilful Misconduct, or commits a material breach of any of its obligations under this Agreement, which material breach is incapable of remedy;
- (d) without prejudice to clauses 17.1(a) and 17.1(c), the Support Counterparty is in material breach of any undertaking under clause 25, or is otherwise in breach of any of its material obligations under this Agreement, which breach is capable of remedy (disregarding time of performance) and which the Support Counterparty has failed to remedy within [sixty (60)] Business Days of having been required in writing by the Seller to remedy such breach;
- (e) the Support Counterparty has failed to provide or to maintain any necessary Credit Support, or any Credit Support provided ceases to be in full force and effect pursuant to clause 21;
- (f) the Support Counterparty suffers an Insolvency Event or takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any Insolvency Event;
- (g) the Support Counterparty transferred this Agreement to another entity in accordance with clauses 6.2 **Error! Reference source not found.** and 6.3, but such entity does not fulfil the Official Credit Rating and the Performance Assurance Financial Requirements or otherwise is in breach of clause 6.3.
- (h) the Support Counterparty assigned any of its rights to a Licensed Supplier or designated a Licensed Supplier to perform any of the Seller's obligations hereunder in accordance with clauses 6.5 and 6.6, but such Licensed Supplier, in the reasonable opinion of the Seller, is not of sufficient creditworthiness to be able to perform such right(s) and/or obligation(s);
- (i) the Project Development Agreement is terminated in accordance with Clause 11.4(b) of the Project Development Agreement; or
- (j) the Support Counterparty is not complying with material terms of an arbitration award rendered pursuant to clause 28,

(each an "**Support Counterparty Default**").

17.2 Subject to the provisions of the Direct Agreement, the Support Counterparty may terminate this Agreement immediately by written notice to the Seller if any one or more of the following has occurred or is continuing:

- (a) subject to approval by the Contracting Authority, the Seller has not met the Developer Conditions or has not achieved Commissioning by the Commercial Operations Longstop Date as required under the Project Development Agreement;
- (b) the Seller has failed to pay any undisputed amount due and payable under this Agreement within [thirty (30)] Business Days of receiving notice requiring payment of such overdue amount from the Support Counterparty;
- (c) the Seller is involved in Wilful Misconduct or commits a material breach of any of its obligations under this Agreement, which material breach is incapable of remedy;
- (d) without prejudice to clauses 17.2(a) and 17.2(c), the Seller is in material breach of an undertaking, warranty or representation under clause 25, or is otherwise in material

breach of any of its obligations under this Agreement, which material breach is capable of remedy (disregarding time of performance) and which the Seller has failed to remedy within [sixty (60)] Business Days of having been required in writing by the Support Counterparty to remedy the relevant material breach;

- (e) the Seller suffers an Insolvency Event or takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any Insolvency Event;
- (f) the Project Development Agreement is terminated in accordance with Clause 11.4(a) of the Project Development Agreement; or
- (g) the Seller is not complying with the material terms of an arbitration award rendered pursuant to clause 28; or
- (h) If, in two (2) consecutive [six (6)] month periods on a rolling basis, the following occurs:
 - (i) the aggregate Energetic Availability of the Facility is below seventy per cent (70%); and
 - (ii) the Metered Output at the Delivery Point is below [] per cent ([]%) of the estimated Facility output for that [twelve (12)] months period based on the Seasonal Target profile set out in Schedule 5 of this Agreement,
- (i) If, in case of the Facility being party to a Balancing Group operated by a third party selected by the Seller in accordance with clauses 7.13 to 7.14, in respect of any calendar year the aggregated variance between the Final Nominated Outputs and the Independent Forecasts are higher than [] per cent ([]%) (the “**Non-Accepted Variance**”).

(each a "**Seller Default**").

- 17.3 A Party may terminate this Agreement immediately by written notice to the other Party if it is entitled to do so for an extended event of Force Majeure (as determined under clause 20.3) or if the Project Development Agreement is terminated for Material Adverse Governmental Action ("**No-Fault Termination Event**").
- 17.4 All amounts outstanding under the Agreement but not yet due and payable at the time of receipt of a notice of termination shall become due and payable within [ten (10)] Business Days of receipt of a notice of termination. During the period (if any) between written notice of termination being given and termination occurring, the delivery obligations of the Seller under the Agreement and the Support Counterparty's payment obligations in respect of such delivery shall be unaffected.
- 17.5 Termination of this Agreement by either Party shall not affect any of the rights, remedies or obligations of either Party that have accrued prior to such termination or any of the provisions of this Agreement that are expressly or by implication intended to survive termination, including without limitation any indemnities given under this Agreement to the extent the same relate to a liability accrued prior to termination of the Agreement, this clause 17 and each of clauses 8, **1Error! Reference source not found.**, 19, 26, 27, 28 and 29.
- 17.6 The rights of the Support Counterparty to terminate this Agreement shall be subject to the deferral and other rights in favour of the Financing Institutions set out in the Direct Agreement as may apply in respect of the Facility.

17.7 The Support Counterparty's shall notify the Financing Institutions in writing should it reasonably anticipate taking action pursuant to this clause 17 by providing such details as may be required pursuant to the terms of the Direct Agreement.

18. COMPENSATION ON TERMINATION

18.1 Where this Agreement is terminated by the Seller for a Support Counterparty's Default in accordance with clause 17.1, then:

- (a) as soon as reasonably practicable after termination the Seller shall calculate the Seller Loss 1 or 2, as relevant, that it has suffered as a result of such termination, and shall send the Support Counterparty an invoice for the amount so calculated;
- (b) the Support Counterparty shall pay to the Seller an amount equal to such Seller Loss 1 or 2, as relevant, within [sixty (60)] Business Days of receiving the invoice;
- (c) any late payment shall bear interest in accordance with Applicable Laws (save in respect of sums which are the subject of a *bona fide* dispute, in which case the undisputed amount shall be paid, and any adjustment payment following resolution under clause 28 in respect of the disputed amount only shall bear interest); and
- (d) the right to receive such payment (if any) shall (without prejudice to clause 19.1) be the Seller's exclusive remedy for losses caused to it by such termination.

18.2 Where this Agreement is terminated by the Support Counterparty for a Seller Default in accordance with clause 17.2:

- (a) as soon as reasonably practicable after termination, the Support Counterparty shall calculate the Support Counterparty Loss it has suffered as a result of such termination, and shall send the Seller an invoice for the amount so calculated;
- (b) the Seller shall pay to the Support Counterparty: an amount equal to the Support Counterparty Loss within [twenty (20)] Business Days of receiving the invoice;
- (c) any late payment shall bear interest in accordance with Applicable Laws (save in respect of sums which are the subject of a *bona fide* dispute, in which case the undisputed amount shall be paid, and any adjustment payment following resolution under clause 28 in respect of the disputed amount only shall bear interest); and
- (d) the right to receive such payment (if any) shall (without prejudice to clause 19.1) be the Support Counterparty's exclusive remedy for losses caused to it by such termination.

18.3 In the event that the Seller Loss or the Support Counterparty Loss shall be contested or disputed, clause 28 shall apply.

18.4 Each Party shall bear its own losses in the event that this Agreement is terminated for a No-Fault Termination Event.

19. LIABILITY

19.1 Nothing in this Agreement shall exclude or limit either Party's liability for death or personal injury caused by that Party's negligence, for Wilful Misconduct, or for fraudulent misrepresentation.

- 19.2 Subject to clause 19.1, neither Party, nor any of its officers, employees or agents, shall in any circumstances whatsoever (except to the extent specifically provided otherwise in this Agreement) be liable to the other Party for:
- (a) any losses arising as a result of any third party bringing a claim in respect of any nature whatsoever; or
 - (b) any loss of goodwill or reputation; or
 - (c) any indirect or consequential losses.
- 19.3 Subject to clauses 19.1, 19.2, and 5.3 of this Agreement, neither Party's liability under or in connection with this Agreement shall in any circumstances exceed [] for each incident or series of related incidents, *provided that*:
- (a) this clause 19.3 shall not limit either Party's obligation or liability on compensation for termination under clauses 17 and 18 or on other liquidated damages under clauses 4 and 5 or under any other provision of this Agreement which expressly determines amounts for liquidated damages;
 - (b) this clause 19.3 shall not limit either Party's ability to sue for debts owed under this Agreement (including for the avoidance of doubt, debts owed under clause 8.8 any interest that accrues on such debts which do not count towards the financial limit set out in this clause).

20. FORCE MAJEURE

- 20.1 If a Party is fully or partly prevented due to Force Majeure Event from performing its obligations hereunder and such Party complies with the requirements of clause 20.2, no breach or default on the part of the affected Party shall be deemed to have occurred and it shall be released (and not merely suspended) from those obligations for the period of time and to the extent that such Force Majeure Event prevents its performance. Save as provided in clause 20.3, a Force Majeure Event shall not entitle either Party to terminate this Agreement.
- 20.2 The Party affected by the Force Majeure Event shall only have the benefit of relief under clause 20.1 if:
- (a) it gives written notice to the other Party, as soon as reasonably possible after the occurrence of the Force Majeure Event, demonstrating that the Force Majeure Event in question has reasonably prevented or delayed the affected Party's fulfilment of its obligations and stating the anticipated extent and likely duration of the Force Majeure Event in question;
 - (b) it takes all reasonable steps to minimise the impact of and remedy the effects of the Force Majeure Event as soon as reasonably possible; and
 - (c) it provides to the other Party a report, at least every month, in relation to the steps it is taking in accordance with clause 20.2(b) and an update of the anticipated extent and likely duration of the Force Majeure Event.
- 20.3 Subject to clause 20.6, either Party may immediately terminate this Agreement at any time by written notice to the other Party if a Force Majeure Event prevents the affected Party from fulfilling its obligations under this Agreement for a consecutive period exceeding [twelve (12)] months. Such termination shall be effected in accordance with clause 17.3.

- 20.4 Subject to clause 20.3 and 20.5, the Term shall be extended on a day-for-day basis where any Party suspends their obligations under this Agreement due to a Force Majeure Event under this clause 20.
- 20.5 The Term shall not be extended in case the Seller receives from the Contracting Authority an amount equal to the Availability Payment in accordance with clause 17 of the Project Development Agreement.
- 20.6 Where the Seller is the Party affected by the Force Majeure Event and the relevant Force Majeure Event reduces the Capacity of the Facility, the Support Counterparty may only terminate this Agreement if the Seller, in accordance with Good Industry Practice, fails to reinstate the Facility over the continuous [twelve (12)] months period immediately following the occurrence of the Force Majeure Event.
- 20.7 No obligation to pay damages pursuant to this Agreement will accrue to the affected Party with respect to those Nominated Quantities and Generation Attributes not delivered or accepted due to the occurrence of Force Majeure Event or those CfD Price Differentials not made due to the occurrence of a Force Majeure Event.

21. CREDIT SUPPORT

- 21.1 The Support Counterparty or the Transferee Counterparty shall ensure, from the Conditions Longstop Date (or, as it may be, the Extended Conditions Longstop Date) until the end of the Term, that valid Credit Support is maintained in favour of the Seller in an amount not less than the Credit Support Amount.
- 21.2 The Parties understand that:
- (a) the form of a Bank Guarantee will ultimately depend on the form requested by the issuing bank, as agreed to by the Seller;
 - (b) the duration of a Bank Guarantee is usually up to [two (2)] years of the date of its issuance and, consequently, the Support Counterparty undertakes, on a rolling basis until the date specified in clause 21.3 and no later than [ten (10)] Business Days of the date of expiry of the then existing Bank Guarantee, to obtain a replacement Bank Guarantee.
- 21.3 Where either:
- (a) an Insolvency Event occurs in respect of the Support Counterparty;
 - (b) any Credit Support is provided in the form of a Bank Guarantee and the Credit Support Provider of the Bank Guarantee ceases to hold at least one Official Credit Rating equivalent to or higher than the Required Bank Rating; or
 - (c) Credit Support is provided in a form agreed between the Parties other than a Bank Guarantee and any on-going conditions or assumptions agreed between the Parties in respect of such Credit Support are breached or are no longer applicable,

the Support Counterparty shall notify the Seller of such change in circumstances promptly and shall within [fifteen (15)] Business Days of such circumstances have in place a new or replacement Credit Support, as applicable, and provide the same to the Seller.

- 21.4 The Support Counterparty shall be entitled to exchange any issued Credit Support for other Credit Support. The Support Counterparty shall ensure that a replacement Credit Support is in place no later than [twenty (20)] Business Days prior to the expiry of any then current Credit Support (to have effect on or before such expiry). Following the later of:
- (a) receipt of the replacement Credit Support; and
 - (b) its effective date, the Seller shall promptly return to the Support Counterparty the original replaced Credit Support.
- 21.5 The Seller shall be entitled to make a claim under any issued Credit Support where the Support Counterparty has:
- (a) failed to make a payment which is due and payable under this Agreement and upon notice given by the Seller, the Support Counterparty has not paid the outstanding amount within 10 (ten) Business Days; or
 - (b) failed to procure replacement Credit Support from expiry of the existing Credit Support on or before the date [five (5)] Business Days prior to its expiry.
- 21.6 Any amount paid to the Seller under any issued Credit Support shall be in settlement of the Support Counterparty's obligation to pay that amount under this Agreement (and deemed to be a payment by the Support Counterparty for the purposes of this Agreement) or, where a claim is made in respect of clause 21.4(b), by way of security for the Support Counterparty's obligations under this Agreement until valid replacement Credit Support is provided by the Support Counterparty.
- 21.7 The Seller shall as soon as possible reimburse the Credit Support Provider for any amount paid to the Seller under issued Credit Support as a result of the Seller making a wrongful claim under any issued Credit Support.
- 21.8 Where the Support Counterparty is no longer obliged to maintain any Credit Support under clause 21.1, the Seller shall (where requested by the Support Counterparty) as soon as reasonably practicable return to the Support Counterparty or any Credit Support Provider any issued Credit Support that it then holds.

22. INSURANCE

- 22.1 The Seller shall, acting in accordance with Good Industry Practice, maintain in force (or procure that there are maintained in force) with a reputable insurer for the duration of this Agreement such insurance policies as would be considered appropriate and adequate in accordance with Good Industry Practice, having regard to the Seller's obligations under this Agreement and the finance agreements with the Financing Institutions. The Seller shall, upon reasonable notice, promptly produce to the Support Counterparty evidence (by way of cover notes) of such insurance.
- 22.2 The Seller shall, where damage is caused to the Facility as a consequence of a matter required to be insured under clause 22.1, as soon as reasonably practicable notify the Support Counterparty of such damage and such remedial action as the Seller proposes to take.

23. SUBCONTRACTING AND ASSIGNMENT

- 23.1 Without prejudice to clause 6, neither Party may subcontract any or all of its obligations under this Agreement without the prior written consent of the other Party, *provided that* in this case

of consent the subcontracting Party shall at all times remain responsible for the performance of their obligations notwithstanding any such subcontracting.

- 23.2 Without prejudice to clause 6, neither Party may assign and transfer all or any of its rights and obligations under this Agreement to a third party without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided it shall be reasonable for a Party to withhold its consent to a transfer of obligations by the other Party where it reasonably believes the proposed transferee has insufficient financial standing or technical knowledge to fulfil the transferor's obligations under this Agreement.
- 23.3 The Seller may assign its rights under this Agreement by way of security to or in favour of any Financing Institution in connection with the financing or refinancing of its obligations hereunder or its business activities without the consent of the Support Counterparty. The Seller shall notify the Support Counterparty of any such assignment as soon as reasonably practicable.
- 23.4 The Support Counterparty shall, where reasonably requested by the Seller or the Financing Institutions, enter into a Direct Agreement (or replacement Direct Agreement, as applicable) with the Seller and any Financing Institution within [thirty (30)] Business Days of receipt of written notice from the Seller or the Financing Institutions requesting that the Support Counterparty delivers an executed Direct Agreement in accordance with this Agreement.

24. CHANGE IN LAW

24.1 If either Party considers that there has been a Change in Law which:

- (a) renders it impossible or unlawful to give effect to this Agreement;
- (b) renders any material matter required to be ascertained under this Agreement impossible to ascertain;
- (c) causes the provisions of this Agreement to become inconsistent with Applicable Laws (including where any word or expression defined in this Agreement is defined by reference to its meaning in any Applicable Laws);
- (d) introduces, replaces, modifies or extinguishes Generation Attribute or otherwise the Revocation Event has occurred as a consequence of a Change in Law; or
- (e) (without prejudice to clauses 24.1(a) to 24.1(d) inclusive above) severely and adversely affects the benefit of this Agreement to either or both of the Parties,

then that Party may serve a notice on the other Party requesting that the Parties shall meet to discuss such circumstances and shall, in good faith, seek to agree the amendments which should be made to this Agreement as are necessary to achieve (in so far as possible) the same balance of benefits, liabilities, risks and rewards between the Parties in respect of the subject matter of this Agreement as applied at the Effective Date. If an event may be determined as both an Ineffectiveness and a Change in Law, it shall only constitute a Change in Law.

24.2 If the Parties are unable to agree pursuant to clause 24.1, then either Party may refer the issue to the Energy Community Secretariat's Dispute Resolution and Negotiation Centre for determination of the amendments which should be made to this Agreement as are necessary to achieve (in so far as possible) the same balance of benefits, liabilities, risks and rewards between the Parties in respect of the subject matter of this Agreement as applied at the Effective Date. Where a matter has not been settled within [sixty (60)] Business Days (or such other

time as the Parties may agree) of its referral to mediation by the Energy Community Secretariat's Dispute Resolution and Negotiation Centre, either Party may initiate international arbitration in accordance with clause 28.5.

- 24.3 For the avoidance of doubt, it is neither Party's intention that fluctuations in wholesale electricity market prices in themselves (as opposed to fluctuations caused by Changes in Law) should give rise to any amendments pursuant to this clause 24.
- 24.4 Where an agreement or determination under clause 24.1 or 24.2 occurs after the Change in Law, such agreement or determination should take into account any reconciliation required in order to put the Parties in the position in which they would have been if the agreement or determination had occurred immediately prior to the relevant Change in Law.
- 24.5 Without prejudice to the other provisions of this clause 24, the Parties agree that:
- (a) neither Party shall be liable to the other Party for a failure to perform any obligation under this Agreement which becomes prohibited or impossible to perform by reason of a Change in Law (and such circumstance shall constitute a Force Majeure Event);
 - (b) subject to clause 24.5(a) the occurrence of a Change in Law will not of itself constitute a Force Majeure Event or otherwise entitle either Party to suspend or terminate its obligations under this Agreement;

each of them shall use its reasonable endeavours to minimise and mitigate the consequences of Changes in Law on the performance of its obligations under this Agreement.

- 24.6 If the Parties mutually determine, the Energy Community Secretariat's Dispute Resolution and Negotiation Centre (in accordance with clause 24.2) or an arbitration award (rendered pursuant to clause 28) determines that no adjustments to this Agreement can be reasonably made for the purpose of addressing the impact of Change in Law on the performance of obligations under this Agreement, the matter shall be resolved by application of the provisions of clause 17 of the Project Development Agreement.

25. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 25.1 Each Party undertakes that (for the duration of this Agreement) it will:
- (a) have, maintain and comply with the requirements of all authorisations and consents their Party is responsible for procuring and maintaining;
 - (b) comply with all Applicable Laws (including, without limitation, the Albanian Grid Code, REMIT, Capital Markets Law where relevant), and not by its acts or omissions knowingly or recklessly cause the other Party to breach any Applicable Laws or this Agreement; and
 - (c) provide the other Party with all documents, data, certificates or other information relating to the subject matter of this Agreement as the other Party may reasonably request (including any of the same that the other Party may have been requested to provide to a Competent Authority), and shall provide any Competent Authority with all documents, data, certificates or other information relating to the subject matter of this Agreement which such Competent Authority may request from time to time.

- 25.2 The Seller represents and warrants to the Support Counterparty that, as at the Effective Date (which representations and warranties are deemed to be repeated by each Party on commencement of the Supply Period):
- (a) it is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation (and, if relevant under those laws, in good standing);
 - (b) it has the power:
 - (i) to execute this Agreement and any other documentation relating to this Agreement to which it is a party (including any Direct Agreement);
 - (ii) to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver; and
 - (iii) to perform its obligations under this Agreement and has taken all necessary action to authorise that execution, delivery and performance;
 - (c) the execution, delivery and performance referred to in clause 25.2(b)(iii) do not violate or conflict with any Applicable Laws, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
 - (d) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally;
 - (e) no Event of Default (or event which with notice and/or lapse of time would constitute an Event of Default) has occurred with respect to it and no such event would occur as a result of its entering into or performing its obligations under this Agreement;
 - (f) no litigation, arbitration or administrative suit or proceeding before any court, tribunal, governmental body, agency, official or arbitrator is pending or, so far as it is aware, threatened against it or any of its Affiliates which would, if adversely determined, result in a material adverse change in such Party's financial condition or its ability to perform its obligations under this Agreement, or that is likely to affect the legality, validity or enforceability against it of this Agreement; and
 - (g) it is not relying upon any representations of the other Party other than those expressly set out in this Agreement.
 - (h) Unless agreed otherwise upon the terms of a separate REMIT reporting delegation agreement, to the extent required in accordance with Applicable Laws, each Party shall comply with any and all:
 - (i) obligations arising in respect of that Party under REMIT, related statutory requirements with respect to this Support Agreement in relation to the disclosure of Inside Information; and
 - (ii) where it becomes applicable under the Applicable Laws, trade reporting requirements arising in respect of that Party under REMIT with respect to this

Support Agreement, including, as necessary, the relevant disclosure of trade information to the ERE;

- (iii) and, for the avoidance of doubt, nothing in this Support Agreement shall transfer the responsibility for complying with such obligations or requirements from one Party to the other.
- (i) If, at any time, the Support Counterparty determines that the Seller might have provided the Buyer with Inside Information (prior to the publication of such Inside Information pursuant to REMIT), the Buyer shall, subject to its obligations arising under and in respect of REMIT, notify the Seller accordingly.
- (j) The Seller shall be relieved from liability under, and deemed not to be in breach of any Clause of this Support Agreement to the extent that the performance of such obligations will, or would be reasonably likely to, result in a breach of REMIT.
- (k) Notwithstanding (j), the Seller shall use its reasonable endeavours to ensure that, where such a breach will, or would be reasonably likely to, occur due only to the timing of any information to be provided to the Support Counterparty, such information shall subsequently be provided to the Support Counterparty in accordance with the relevant provisions of this Support Agreement at the next earliest time that would avoid any such breach or potential breach of REMIT.
- (l) The providing Party shall indemnify the other Party in respect of (i) all direct liabilities and direct costs (including reasonable administration costs), losses or expenses incurred by the other Party, and (ii) any fines imposed by ERE or any Competent Authority which the other Party incurs in the event that the providing Party provides Inside Information to the other Party which would result in the providing Party being in breach of REMIT or would limit the other Party in exercising a right, performing an obligation or undertaking a measure to not place that Party in breach of REMIT.

26. NOTICES

26.1 Any notice or other communication to be given by either Party to the other in relation to this Agreement must be in writing, and shall be deemed duly served if delivered personally, by prepaid registered post, by facsimile transmission, or by email to the addressee at the address or (as the case may be) the facsimile number or email address set out below (or such other address or facsimile number subsequently notified in accordance with this clause 26); *provided that*, where no postal address, email address and/or facsimile number is given in respect of particular notices, no such notices may validly be served by such method of communication.

26.2 For the purposes of clause 26, the initial notice details of the parties are as follows:

- (a) For the Seller:
 - (i) Address: []
 - (ii) Fax: []
 - (iii) Email: []
- (b) For the Support Counterparty

(i) Address: []

(ii) Fax: []

(iii) Email: []

26.3 Subject to clause 26.4, any notice shall be deemed to have been received:

- (a) in the case of delivery by hand, on delivery;
- (b) in the case of prepaid registered post, on the second day following the date of posting;
- (c) in the case of facsimile, on acknowledgement of the addressee's facsimile machine; *provided that* a copy is also sent by first class pre-paid post within [one (1)] Business Day; and
- (d) in the case of email, on delivery to the recipient's server and provided no error message is received by the sender.

26.4 Any notice deemed to be received on a day that is not a Business Day, or after 17:00 hours local time at the recipient's location on a Business Day, shall be deemed to have been received at 09:00 hours local time at the recipient's location on the next following Business Day.

27. CONFIDENTIALITY AND PUBLICITY

27.1 Subject to the exceptions provided in clauses 27.2 and 27.3, neither of the Parties shall, from the Effective Date until the expiry or termination of this Agreement or within the period of [two (2)] years following such expiry or termination of this Agreement, without the consent of the other Party, divulge or allow or permit its officers, employees, agents or contractors to divulge, to any person or entity any of the contents of this Agreement or any commercially confidential information relating to the negotiations concerning this Agreement or any commercially confidential information relating to this Agreement which may come to a Party's knowledge in the course of such negotiations or otherwise concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party.

27.2 The restrictions imposed by clause 27.1 shall not apply to the disclosure of any information:

- (a) which now or hereafter comes into the public domain otherwise than as a result of a breach of an undertaking of confidentiality or which is obtainable from sources other than the Parties;
- (b) where and to the extent it is required under Applicable Laws to be disclosed to any person who is authorised by such Applicable Laws to receive the same;
- (c) where and to the extent it is required to be disclosed by the regulations of any recognised exchange upon which the share capital of the Party making the disclosure is or is proposed to be from time to time listed or dealt in;
- (d) where and to the extent it is required to be given to a court, arbitrator or administrative tribunal in the course of proceedings before it to which the disclosing Party is party;
- (e) which is given by a Party to any of its officers or employees or to any of its Affiliates or such Affiliate's officers or employees who require the same to enable them properly

to carry out their duties, *provided that* such persons are bound by obligations of confidentiality equivalent to those in this clause 27;

- (f) which is given by a Party to any of its consultants, banks, financiers, insurers or advisors or to any of its Affiliate or such Affiliate's consultants, banks, financiers, insurers or advisors, *provided that* such persons are bound by obligations of confidentiality equivalent to those in this clause 27;
- (g) which is given by the Seller to a *bona fide* potential investor in, or purchaser of the shares in, the Seller or the assets comprising the Facility (or their professional consultants, banks, financiers, or advisors), *provided that* such persons are bound by obligations of confidentiality equivalent to those in this clause 27; or
- (h) which is given to the Licensed Supplier.

27.3 Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of this clause 27 and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision.

28. GOVERNING LAW AND DISPUTE RESOLUTION

28.1 This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual claims) shall be governed by, and construed in accordance with, the laws of [].

28.2 Any dispute arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) will in the first instance be referred to a director of each Party who shall meet in good faith to resolve the dispute within [fifteen (15)] Business Days of the dispute being referred to them.

28.3 If the dispute is not resolved at such meeting, then:

- (a) the parties may mutually agree to request the non-binding opinion of the [Albanian Energy Regulatory Authority];
- (b) if the dispute relates to a matter expressly provided in this Agreement to be determined by the [Energy Community Secretariat's Dispute Resolution and Negotiation Centre] (or if the Parties mutually agree that the matter should be resolved by the Energy Community Secretariat's Dispute Resolution and Negotiation Centre), request a determination in accordance with Procedural Act 2018/5/EnC of Energy Community Secretariat;
- (c) if the dispute relates to:
 - (i) the determination of Metered Output;
 - (ii) the calculation of the Electricity Payment or the Availability Payment;
 - (iii) the satisfaction by the Seller of any Seller Condition;
 - (iv) the achievement of the commissioning of the Capacity by the Commercial Operations Longstop Date;
 - (v) Availability Guarantee or Energetic Availability Liquidated Damages;

- (vi) Market Readiness Assessment outcome;
- (vii) Determination of Contract Quantity for the purpose of the CfD payments;
- (viii) CfD Price Differential;
- (ix) Determination of a Market Disruption Event;
- (x) Determination of the Replacement Index;

the matter shall be resolved through Expert determination in accordance with clause 28.4; or

- (d) otherwise, the dispute shall be determined in international arbitration in accordance with clause 28.5.

28.4 Where this clause 28.4 applies in accordance with clause 28.3, the following provisions shall apply:

- (a) either Party may refer the matter for Expert determination by serving on the other a written request for the dispute to be referred for Expert determination containing the name of a suggested Expert;
- (b) if the Parties cannot agree on the appointment of the Expert to act and/or the terms of the Expert's appointment, within [fifteen (15)] Business Days of such notice, the Expert shall be appointed (upon the request of either Party) by the Independent Appointer;
- (c) subject hereto, the determination of the matter which the dispute relates shall be conducted in accordance with the Centre for Effective Dispute Resolution's Model Expert Determination Agreement from time to time in force;
- (d) the Expert shall act as an expert and not as an arbitrator;
- (e) the Expert shall be required to give written reasons for his decision;
- (f) save in the case of fraud or manifest error any Expert's determination made in accordance with this clause 28.4 shall be final and binding between the Parties and enforceable as a contractual obligation;
- (g) all matters relating to the Expert determination must be conducted, and the Expert's decision shall be written, in the English language; and
- (h) each of the Parties shall bear the whole of its own costs and one half of the costs of the Expert and any independent advisers to the Expert, unless the Expert (in his/her discretion) determines otherwise.

28.5 Subject to clauses 28.3 and 28.4, any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of in connection with this Agreement) shall be referred to and finally resolved by arbitration under the arbitration rules of the International Chamber of Commerce (ICC) ("**Rules**"). The arbitral tribunal shall consist of [three (3)] arbitrators appointed in accordance with the Rules. The seat of arbitration shall be Vienna, Austria. The language of the arbitration shall be English.

- 28.6 Neither Party shall suspend or be excused from the performance of its respective obligations, including any payment obligations, arising under this Agreement until such time any dispute has been finally resolved in the manner provided therein.
- 28.7 The occurrence of any dispute or pendency of any dispute resolution proceedings shall not affect the obligation of either Party to make payments under this Agreement. Any such amount shall be considered due and shall be paid in full pending resolution of the dispute. The reconciliation of the amounts paid shall occur promptly after and based on the final resolution of such dispute.

29. MISCELLANEOUS PROVISIONS

- 29.1 No provision of this Agreement shall be construed to provide any recovery of any losses, damages, costs or other amounts for which the damaged Party has been compensated for the same losses, damages, costs or other amount under any other provision of this Agreement or the Project Development Agreement or insurance proceeds.
- 29.2 Where either Party grants the other any indulgence, forbearance or extension of time or does not ascertain or exercise any of its rights or remedies, or delays in doing so, the rights and remedies of that Party in respect of this Agreement shall be in no way diminished, waived or extinguished.
- 29.3 If either Party waives any breach of this Agreement, it will still be entitled to enforce that provision subsequently and that waiver shall not be deemed to be a waiver of any subsequent breach of that or any other provision.
- 29.4 If at any time any part of this Agreement (including any one or more of the clauses of this Agreement or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Laws, the same shall be deemed omitted from this Agreement, the remainder of this Agreement shall be read accordingly and the validity or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.
- 29.5 Each Party agrees from time to time to do and perform such other and further acts and execute and deliver any and all such other instruments as may be required by law or reasonably requested by the other Party to establish, maintain and protect the rights and remedies of the other Party and to carry out and effect the intent and purpose of this Agreement.
- 29.6 At any time after the Effective Date the Parties shall, and shall use all reasonable endeavours to, procure that any necessary third party shall execute such documents and do such acts and things as that Party may reasonably require for the purpose of giving to that Party the full benefit of all the provisions of this Agreement.
- 29.7 This Agreement contains the entire agreement between the Parties in relation to its subject matter. Each of the Parties irrevocably and unconditionally waives any right it may have to claim damages for, or to rescind this Agreement because of, breach of any warranty not expressly contained in this Agreement, or any misrepresentation whether or not contained in this Agreement, unless such misrepresentation was made fraudulently.
- 29.8 A person who is not a party to this Agreement (including any employee, officer, agent, representative or subcontractor of either party) has no right to enforce any term of this Agreement.

- 22.1. Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties and no employee of one Party shall be deemed to be or have become an employee of the other Party.
- 29.9 Notwithstanding any other provision of this Agreement, neither Party shall be entitled to recover compensation or make a claim under this Agreement in relation to any loss or damage that it has incurred to the extent that it has already been compensated in respect of that loss or damage under this Agreement, the Project Development Agreement, insurance proceeds or otherwise. No Party shall be entitled to recover damages or obtain an extension of time, payment, reimbursement, restitution or indemnity more than once in respect of the same loss or damage.
- 29.10 This Agreement is prepared in three (3) copies in the Albanian language and three (3) copies in the English language. In the event of conflict between the Albanian language version and the English language version, the Albanian language version shall prevail.

[EXECUTION BLOCKS TO BE ADDED BASED ON HOW EACH PARTY WILL BE SIGNING THE AGREEMENT]

SCHEDULE 1: FACILITY, SITE PLAN AND METERING DEVICE LOCATION

Part 1: Facility

[to be inserted]

Part 2: Site

[to be inserted]

Part 3: Metering Device Location

[to be inserted]

SCHEDULE 2: FORM OF BANK GUARANTEE

[LETTERHEAD OF THE ISSUING COMMERCIAL BANK]

To:

[Name Of Commercial Bank]

[Address]

Place Where Issued: [PLACE]

Date Of Issuance: [DATE]

Letter Of Guarantee No. _____

BETWEEN:

[Name of commercial bank], [address of commercial bank] hereinafter referred to as the "Guarantor";

[name of company], [address of company] hereinafter referred to as the "Principal"; and

[name of beneficiary], [address of commercial beneficiary] hereinafter referred to as the "Beneficiary".

1. DEFINITIONS AND INTERPRETATION

1.1 In this Guarantee the following terms have the following meanings:

"**Agreement**" means the power purchase agreement dated [date] between the principal and the beneficiary;

"**Guaranteed Obligations**" means the principal's payment obligations undertaken or assumed by it in respect of any transactions entered into pursuant to the power purchase agreement and obligations to pay compensation for curtailment under the grid connection and operation agreement during the period from [date] up to and including [date];

"**Business Day**" shall mean a day (other than a Saturday or Sunday) on which banks are open for general business in Tirana, Albania, and [location]; and

"**Cap**" means three million euros [(EUR [◆]/[CONSULTANCY TEAM NOTE: This value would depend on the size of the relevant Facility; covering (i) For Trading Period I, the amount corresponding to expected PPA payments for a period of 3 months; (ii) for the Trading Period II, the amount of expected CfD payments to the Seller for a period of 3 months] in aggregate in respect of each and all demands hereunder, subject to any adjustment in accordance with paragraph 4 below.

1.2 Unless a contrary indication appears, any reference in this guarantee to the "**Guarantor**", the "**Principal**" or the "**Beneficiary**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

2. GUARANTEE

2.1 At the request of the principal and in consideration of the beneficiary entering into transactions pursuant to the agreement, the guarantor hereby irrevocably and unconditionally:

- (a) guarantees to the beneficiary the punctual performance by the principal of the guaranteed obligations; and
- (b) undertakes with the beneficiary to pay to it, as if principal obligor, an amount or amounts due and owing but unpaid by the principal on first written demand (and waiving all rights of objection and defence and without reference to the principal) within 7 business days of receipt of such written demand from the beneficiary, provided that it is substantially in the form referred to in paragraph 4 below, and subject to paragraph 3 below.

3. LIMIT OF GUARANTEE

- 3.1 The maximum amount payable by the guarantor to the beneficiary under this guarantee shall not exceed the cap. The cap will be reduced from time to time by an amount equal to any principal payment irrevocably and unconditionally made by the principal to the beneficiary in respect of the guaranteed obligations in accordance with the agreement.
- 3.2 Upon receipt by the beneficiary of any such payment by the principal, the beneficiary shall confirm by swift such receipt within 7 business days and that it agrees the cap shall be reduced accordingly.
- 3.3 Following receipt of such confirmation from the beneficiary that it has received a payment from the principal the guarantor will send an amendment to the beneficiary specifying the new maximum amount by means of swift.

4. FORM OF DEMAND

- 4.1 Any demand by the beneficiary under this guarantee shall be served on the guarantor in swift form [and must be signed by an authorised signatory of the beneficiary]. The demand shall be substantially in the form attached to this guarantee as an appendix and shall state:
 - (a) that the principal is in breach of the guaranteed obligations;
 - (b) specify in what respect the principal is in breach; and
 - (c) specify the amount due and owing by the principal.
- 4.2 For the avoidance of doubt, the guarantor is hereby authorised and shall at all times be entitled to make payment in respect of a demand up to the cap without further investigation or inquiry and need not concern itself with the validity, genuineness, accuracy and/or propriety of any demand received by it pursuant to this guarantee. Further, the guarantor shall have no duty or obligation to verify or confirm that the person who signed any demand is, in fact, a person authorised to sign such demand on behalf of the beneficiary.

5. EXPIRY

This guarantee shall come into effect from [date] and shall expire on [date] (the "**Guarantee Expiry Date**"). Following the Guarantee Expiry Date this guarantee shall become null and void and the guarantor shall have no further obligations or liability hereunder, save in respect of any obligations hereunder that have accrued or become due on or before the Guarantee Expiry Date.

6. TERMINATION

The guarantor may terminate this guarantee at any time by notice to the principal and the beneficiary with effect from the date (the "**Termination Date**") specified in that notice to be not less than three (3) calendar months after the notice is given to the principal and the beneficiary by the guarantor. On the termination date all obligations of the guarantor under this guarantee shall be terminated and the guarantor shall be released from all liability hereunder, save that the termination of this guarantee shall not affect any obligations of the guarantor that have accrued or become due under this guarantee prior to such termination.

7. MISCELLANEOUS

- 7.1 The guarantor may not assign and/or transfer any of its rights or obligations under this guarantee to any person without the prior written consent of the beneficiary and the principal.
- 7.2 This guarantee is governed by the laws of Albania. Any dispute or disputes arising out of or relating to this guarantee, including any dispute relating to the existence, validity or termination of this guarantee or any non-contractual obligation arising out of or in connection with it (a "**Dispute**") shall be referred and finally resolved by arbitration under the rules of the international chamber of commerce (ICC) (the "**Rules**"). The rules are incorporated by reference into this paragraph. The arbitral tribunal shall consist of three arbitrators appointed in accordance with such rules. The seat, or legal place, of arbitration, shall be Vienna, Austria. The language used in the arbitral proceedings shall be English. All documents submitted in connection with the proceedings shall be in the English language, or, if in another language, accompanied by an English translation.
- 7.3 Save for the guarantor, the principal and the beneficiary, no other person has any right(s) to enforce or enjoy the benefit of any term of this guarantee.

[Except to the extent it is inconsistent with the express terms of this guarantee, this guarantee is subject to the ICC uniform rules for demand guarantees, 2010 revision, ICC publication no. 758.]

FOR AND ON BEHALF OF

[*NAME OF ISSUING COMMERCIAL BANK*]

[*NAME OF SIGNATORY*]

[*TITLE OF SIGNATORY*]

SCHEDULE 3: SEASONAL PROFILE AND TARGETS

SCHEDULE 4: FORMULA FOR ENERGETIC AVAILABILITY LIQUIDATED DAMAGES

**SCHEDULE 5: DETERMINATION OF CONTRACT QUANTITY FOR TRADING PERIOD
II**

SCHEDULE 6: SUPPORT COUNTERPARTY ASSIGNMENT AGREEMENT